**TOWN OF SILVER PLUME, COLORADO** **IA#:_____**

## SILVER PLUME "PINE GROVE" CEMETERY CONTRACT
## RIGHTS OF INTERMENT AGREEMENT

The Town of Silver Plume, Colorado (the "Town"), subject to rights of the Town Title 31, Article 25, Part 7 of the Colorado Revised Statutes, or other applicable law, including subsequently adopted legal authority, grants the privilege, license, or right of interment to _____ (the "Owner") for interment of the remains of a decedent within the Silver Plume "Pine Grove" Cemetery at location:

Map #_____
Block#_____
Section #_____ Lot #_____ (the "Burial Space")

The Burial Space is being purchased for the interment of the remains of:_____ (Decedent). Such interment right shall be subject to all rules, regulations, and ordinances (including all rules, regulations and ordinances adopted subsequent to this Agreement) concerning the cemetery, now in for or hereafter adopted.

As consideration, the undersigned Owner has paid the sum of $_____ for the mapped location of #_____, along with _____ (type of remains) burial cost of $_____ for the opening/closing cremains on regular hours. The Owner is personally liable for all costs of interment and for compliance with the Town's rules, regulations and ordinances regardless of the capacity in which the Owner has signed this Agreement. The filing of a claim by the Town against the decedent's estate shall not relieve the undersigned Owner from liability.

It is expressly understood and agreed by the parties to this Agreement that upon full payment of the cost of the Burial Space and of all interment costs pursuant to the terms of this Agreement, the Owner or Owner's Town approved designee shall be entitled to a right of interment in the Burial Space and that no right, title or interest beyond a right of interment is or is intended to be conveyed. The right of interment in the Burial Space shall become null and void, and any right that may pass through the Owner under and by virtue of this Agreement shall revert to the Town if the Owner or Owner's heirs do not use the Burial Space for burial within 75 years from the date of this Agreement. It shall be the duty of the right of Owner or the interment right to notify the Town of any change in the Owner's mailing address. Notice sent to such Owner at the last address on file in the Cemetery office shall be considered sufficient and proper legal notification.

If due to an error of the Town, its agents, employees, or representatives, the Owner is unable to use the Burial Space for any reason whatsoever, the Town shall only be liable to return to the Owner all monies paid for said Burial Space or to provide the Owner with a Burial Space of similar value and at a comparable location at the option of the Town.

The Owner shall not sell, transfer, or assign any of the rights arising from this Agreement without the prior written consent of the Town, unless said transfer occurs pursuant to the laws of inheritance. Any change of ownership must be recorded with the Town.

This Agreement shall be binding upon and inure to the benefit of the Town and the Owner and their respective heirs, personal representatives, successors, and assigns.

Dated the _____ day of _____, 20____.

TOWN OF SILVER PLUME TOWN CLERK

SIGNATURE: OWNER / RESPONSIBLE PARTY

_____
TOWN OF SILVER PLUME SEXTON

PRINT NAME:
Address:

Phone:

Email: