



Right of Entry Authorization



Event Name: _____ Applicant Name: _____ Date: _____

Purpose

This form will authorize the Applicant to enter and remove debris from private property. Applicant will need permission from FEMA for all private property debris removal along with the right of entry authorization for each different location.

Fields

- Event Name: Type of event, Number, Name of Event (if known) will be entered.
- Applicant Name: Name of applicant will be entered.
- Date: Date of event
- ROE Number: Unique number identifier for ROE form.
- Address: Address of private property
- City, State: City and state where private property is located.
- Tax ID Block/ Lot: Identifying parcel information of private property location (This information can be located through the local property appraiser)
- FEMA- DR-: Refers to the disaster number and the state the disaster is declared for (e.g., FEMA- DR-0000-FL)
- Landmark: If the private property is near a landmark answer yes and describe landmarks.

If demolition is occurring, a witness will need to sign the ROE authorization form.

EXAMPLE ONLY - DO NOT USE THIS FORM





Right of Entry Authorization

Event Name: _____ Applicant Name: _____ Date: _____

ROE No.	
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Right of Entry Authorization Form Private Property Debris Removal and/or Demolition

ADDRESS:	
CITY, STATE:	
TAX ID BLOCK/LOT:	

ROE No.	PRIVATE CONTRACTOR / FORCE ACCOUNT DEBRIS REMOVAL DEMOLITION	
	FEMA-DR- -	
	Address:	
	Tax ID Block/Lot:	
	Landmark:	Yes

RIGHT OF ENTRY ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL AND/OR DEMOLITION DISASTER ASSISTANCE (FEMA-DR- - OR)

Ownership Interest and Grant of Right of Entry for Debris Removal or Demolition Activities

The undersigned hereby certifies they/he/she are/is (check):

The owner(s) with authority to grant access to the property at above address.

The authorized agent of the Property Owner at above address.

The Property Owner(s)/agent authorize(s) the City/County of _____, the State of _____, and the United States of America, their respective agents, successors and assigns, contractors and subcontractors (collectively, the "Governments/Contractors") to have the right of access and to enter the property above specified for purposes of performing debris removal as it is a public health and safety threat OR for demolishing structures local authorities have determined to be unsafe due to the declared major disaster FEMA-DR- - .

Government Not Obligated, No Expense Except For Insurance Proceeds

The Property Owner(s)/agent(s) understand(s) that this Right-of-Entry does not obligate the Governments/Contractors to perform debris removal or demolition. Governments/Contractors will access the property under this ROE if the work has been determined necessary in accordance with Federal, State, or local regulations. The Property Owner(s) will not be charged for the work conducted by Governments/Contractors. However, if the Property Owner(s) receive(s) insurance proceeds or compensation from other sources for debris removal or demolition, the Property Owner's(s') obligation is set out in the section below, entitled "Avoidance of Duplication of Benefits...."





Right of Entry Authorization



Government Indemnified and Held Harmless

The Property Owner(s)/agent(s) agree(s) to indemnify and hold harmless the Governments/Contractors for any damage of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the Property Owner(s) has/have, or ever might or may have, by reason of any action taken by Governments/Contractors to remove debris or demolish unsafe structures.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

The Property Owner/agent understands that an individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 USC § 1001.

Government/Contractors will perform the following work: (check)

Remove debris from the Property

Demolish the unsafe and condemned structure on the Property and remove the demolition debris.

Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received

Property Owner(s)/agent(s) has/have an obligation to file an insurance claim if coverage is available. Property Owner(s)/agent(s) understand(s) and acknowledge(s) that receipt of compensation or reimbursement for performance of the aforementioned activities from any source, including Small Business Administration, private insurance, an individual and family grant program or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law. If the Property Owner(s)/agent(s) receive(s) any compensation from any source for debris removal or demolition activities on this property, the Property Owner(s)/agent(s) will report it to the Department of _____ at (phone & address) _____

Release of Insurance Information

If insured, the Property Owner(s)/agent(s) authorize(s) its/their insurer, (Company) _____, to release information relating to coverage and payments for debris removal/demolition activities (Claim # _____, Policy # _____) to the City/County identified herein and/or to the State of _____.

Privacy Act Statement: The Property Owner/Owner's Authorized Agent acknowledge(s) that information submitted will be shared with other governmental agencies, federal and non-federal, and contractors, their subcontractors and employees but solely for purposes of disaster relief management to meet the objectives of this Right-of-Entry. This form is signed to allow access to perform debris removal and/or demolition operations on the above-mentioned property, to authorize the release of insurance policy/claim information and to notify any lien-holder of demolition.





Right of Entry Authorization



FOR DEMOLITION:

Mortgage and Insurance Adjuster Information

The Property Owner(s)/agent(s) certifies/certify that **NO** mortgage exists on said property.

The Property Owner(s)/agent(s) certifies/certify that a mortgage does exist on said property.

The Property Owner(s)/agent(s) certifies/certify that if insurance exists, an adjuster has inspected the property.

Other Liens/Encumbrances on the Property

The Property Owner(s)/agent(s) certifies/certify that no other liens or encumbrances exist on said property.

The Property Owner(s)/agent(s) certifies/certify that (type lien[s]) exist(s) on said property.

Witnesses Only if Demolition

Property Owner(s) or Authorized Agent **AND** Mortgage/Lien Holder(s)

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this _____ day of _____, _____.

PROPERTY OWNER/AUTHORIZED AGENT:

Witness 1

Witness 2

LIEN HOLDER:

MORTGAGE HOLDER:

OTHER LIEN HOLDER:

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