

**RIGHT-OF-ENTRY ON PRIVATE PROPERTY FOR DEBRIS REMOVAL DISASTER ASSISTANCE**

**FEMA DR-4834-FL | HILLSBOROUGH COUNTY, FLORIDA**

<b>ROE No.</b>	
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<b>Folio</b>	
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**Date:** \_\_\_\_\_

**Property Address / Description:** \_\_\_\_\_

**Name (Owner or Owner's Authorized Agent):** \_\_\_\_\_

**Right-of-Entry**

The Property Owner(s)/agent authorize(s) Hillsborough County, the State of Florida, 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 to the general public resulting from the declared major disaster (FEMA-DR-4834-FL). This Right-of-Entry (ROE) includes the right of ingress and egress on other lands for the purpose of performing disaster debris clean up and removal to prevent further damage to this property and neighboring properties. The Property Owner(s)/agent understands this ROE is limited to the removal of disaster debris generated by FEMA-DR-4834-FL.

**Waiver and Hold Harmless**

The Property Owner(s)/agent 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.

**Government Not Obligated to Perform**

It is fully understood that this Right-of-Entry (ROE) does not create an obligation of the Entities to perform private property disaster removal work. If determined necessary in accordance with Federal, State and local regulations, private property disaster removal operations will be conducted at no expense to the Property Owner on the above-described property by personnel authorized by the Governments/Contractors Team. In the event a Property Owner receives funds from insurance or another source **to remove debris** as described here, the Property Owner will reimburse Hillsborough County as set out below in the section entitled *Avoidance of Duplication of Benefit: Reporting Money Received*.

**Avoidance of Duplication of Benefits: Reporting Money Received**

The Property Owner/agent understands that this Right-of-Entry does not obligate the Governments/Contractors to perform debris removal. 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 receives insurance proceeds or compensation from other sources for debris removal, the Property Owner's obligation is set out in the section below, entitled "Avoidance of Duplication of Benefits...."

Property Owner/agent has an obligation to file an insurance claim if coverage is available. Property Owner/agent understands and acknowledges that receipt of compensation or reimbursement for debris removal 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/agent receives any compensation from any source for debris removal on this Property, the Property Owner/agent will report it to Hillsborough County at (813) 635-5400.

**Insurance Information**

\_\_\_\_\_ The Property Owner certifies there was no insurance coverage on this property prior to FEMA-DR-4828-FL.

\_\_\_\_\_ The Property Owner certifies there is insurance coverage on the property, as stated below and my signature on this Right-of-Entry authorizes, in addition to the above, the following insurer(s) (or agent(s)) to release information relating to my coverage and payments associated with debris removal activities to Hillsborough County identified herein, the County and/or to the State of Florida, and/or agencies of the government of the United States of America, including FEMA. Please fill out all applicable insurance information. Please note, only insurance proceeds specific to debris removal and disposal are applicable.

**RIGHT-OF-ENTRY ON PRIVATE PROPERTY FOR DEBRIS REMOVAL WORK**  
**FEMA DR-4834-FL | HILLSBOROUGH COUNTY, FLORIDA**

**Insurance Information**

Insurance: \_\_\_\_\_ Other Insurance: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Policy No. \_\_\_\_\_  
Claim No. \_\_\_\_\_ Claim No. \_\_\_\_\_

**Acknowledgment of Prohibition on Fraud, Intentional Misstatements**

The undersigned is fully aware 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 U.S.C. § 1001.

**Time Period**

This ROE shall expire 360 days after signature, unless cancelled sooner in writing to the Entity listed above at the request of the Property Owner.

**Signature and Witness: Property Owner or Property Owner's Authorized Legal Representative**

Privacy Act Statement: The Property Owner | Owner's Authorized Legal Representative acknowledge(s) that information submitted will be shared with other government agencies, federal and nonfederal, and contractors, their subcontractors and employees for purposes of disaster relief management and for the objectives of this Right-of-Entry. This form is signed in order to allow access to perform debris removal on the above-mentioned property and to authorize the release of insurance policy and claim information.

For the considerations and purposes set forth herein, my signature below confirms that I have read this form, will abide by its terms, and agree to all terms stated herein. I certify under the laws of the State of Florida and the United States that my answers are truthful.

**Property Owner or Owner's Authorized Legal Representative:**

**OWNER:**

\_\_\_\_\_  
**(Print Name)** \_\_\_\_\_ **(Signature)** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Current Address:** \_\_\_\_\_  
**Current Phone:** \_\_\_\_\_ **Alternate Phone:** \_\_\_\_\_  
**Alternate Address:** \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_  
**(Print Name)** \_\_\_\_\_ **(Signature)** \_\_\_\_\_  
**Witness Address:** \_\_\_\_\_  
**Witness Phone:** \_\_\_\_\_

**Property Notes:**

Please provide any relevant details to the type of debris, estimated debris quantities, and diagram showing where debris piles are located.