

<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> ROE No.: </div> <div style="border: 1px solid black; height: 50px; width: 100%;"></div>	<p>PRIVATE CONTRACTOR/FORCE ACCOUNT DEBRIS REMOVAL Florida 2017</p> <p>Address: _____</p> <p>Tax ID Block/Lot: _____</p> <p>Federal/Florida/Tribal Landmark [Y/N]: _____</p>
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RIGHT OF ENTRY ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL AND/OR DISASTER ASSISTANCE (FEMA-DR-4337-FL)

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

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

- The owner(s) with authority to grant access to the property at (address) _____, or
- The authorized agent of the Property Owner.

The Property Owner(s)/agent authorize(s) the City of Fort Lauderdale, 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, Hurricane Irma. (FEMA-DR-4337-FL).

Governments/Contractors will perform the following work:

Remove debris from the Property located at _____.

Government Not Obligated; No Expense Except For Insurance Proceeds

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: Reporting Debris Removal Money Received.”

Government Indemnified and Held Harmless

The Property Owner(s) and agent agree(s) to indemnify and hold harmless the Governments/Contractors and the City of Fort Lauderdale 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 and releases the City of Fort Lauderdale from any and all liability related to this authorization. In addition, the Property Owner acknowledges and agrees the City of Fort Lauderdale does waive any and all rights of sovereign immunity.

Avoidance of Duplication of Benefits: Reporting Debris Removal Money Received

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 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/agent receives any compensation from any source for debris removal on this Property, the Property Owner/agent will report it to the City of Fort Lauderdale at 101 NE 3rd Avenue, Suite 1400, Fort Lauderdale, FL 33301 Attn: Right of Entry; 954-828-8000; sustainability@fortlauderdale.gov.

Release of Insurance Information

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

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.

Signature(s) and Witnesses 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 _____, 2017.

Privacy Act Statement: The Property Owner/ Owner’s Authorized Agent acknowledge(s) that information submitted will be shared with other government 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 operations on the above-mentioned property, to authorize the release of insurance policy/ claim information and to notify any lien-holder of demolition. Under Florida law, this Right of Entry authorization may be public records, available to any person upon request, absent an exemption. Therefore, this authorization may be subject to public disclosure.

Witness 1 (sign) _____

Witness 1 (print) _____

Witness 2 (sign) _____

Witness 2 (print) _____

Property Owner/Authorized Agent

Sign _____

Print Name: _____

Current Address: _____

Telephone No.: _____

How to Submit the Completed Form

Email: sustainability@fortlauderdale.gov

Mail: City of Fort Lauderdale, Attn: Right of Entry, 101 NE 3rd Avenue, Suite 1400, Fort Lauderdale, FL 33301

Drop off: Fort Lauderdale City Hall, Security Desk, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301

Questions: sustainability@fortlauderdale.gov