

<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> ROE No. </div> <div style="border: 1px solid black; padding: 5px;"> Homeowner Association Name </div>	<div style="border: 1px solid black; padding: 5px;"> <p>PRIVATE CONTRACTOR/FORCE ACCOUNT DEBRIS REMOVAL FEMA-4827-DR/EM-24</p> <p>Address: _____</p> <p>Parcel Tax ID Number: _____</p> <p>Federal/State/Tribal Landmark [Y/N]: ____</p> </div>
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RIGHT OF ENTRY (“ROE”) ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL DISASTER ASSISTANCE (FEMA-4827- DR/EM-24)

Ownership Interest’s Grant of Right of Entry for Debris Removal Activities

The undersigned hereby certifies he/she/they/ is/are (check):
____ Property Owner(s) with authority to grant access to the property at
(Address) _____.
____ The authorized agent of the Property Owner(s) at above address.

The Property Owner(s)/agent authorizes the County of Transylvania, the State of North Carolina 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 because of the declared major disaster, FEMA-4827-DR/EM-24.

Governments/Contractors will perform the following work:
1. Remove debris from the Property.

Government Not Obligated -- No Expense Except For Insurance Proceeds

The Property Owner(s)/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, Territorial, Tribal or local regulations. The Property Owner(s) will not be charged for the work conducted by Governments/Contractors. However, if the Property Owner(s) receives insurance proceeds or compensation from other sources for debris removal, the Property Owner’s(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)/agent agrees 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, or ever might or may have, by reason of any action taken by Governments/Contractors to remove debris.

Avoidance of Duplication of Benefits: Reporting Debris Removal Money Received

Property Owner(s)/agent has an obligation to file an insurance claim if coverage is available. Property Owner(s)/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(s)/agent receives any compensation from any source for debris removal activities on this

property, the Property Owner(s)/agent will report it to the Transylvania County Department of Emergency Management at 155 Public Safety Way, Brevard NC 28712 or 828-884-3108.

Release of Insurance Information

If insured, the Property Owner(s)/agent authorize(s) its insurer, (Company) _____, to release information relating to coverage and payments for debris removal activities (Claim # _____, Policy # _____) to the county agency identified herein.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

The Property Owner(s)/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.

Privacy Act Statement: The Property Owner/ Owner’s Authorized Agent acknowledges 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.

Property Owner(s)/Authorized Agent:

Sign: _____

Print: _____

Print: Property Owner(s)/Authorized Agent:

Current Address and Telephone No.:

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) this _____ day of _____, 202__.

Email completed and signed form to the following address: em@transylvaniacounty.org