

Right of Entry Authorization for Debris Removal and/or Demolition

I, _____, the designated representative of the private property commonly identified as _____ located in _____ of _____ County of the Commonwealth of Virginia, do hereby grant and permit temporary right of access to said property to _____ for the specified purposes of:

- Removal of event-related debris that presents a threat to public health and safety, or
- Demolishing structures local authorities have determined to be unsafe due to the declared event, **DR-**_____

It is understood that this Right-of-Entry does not obligate _____ to perform debris removal or demolition but only grants access to 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 debris removal or demolition conducted. However, if the Property Owner(s) receive(s) insurance proceeds or compensation from other sources for debris removal or demolition, the Property Owner(s) [is/are] obligated to provide this information in the section labeled Potential Duplication of Benefits. Property Owner(s)/agent(s) agree(s) to indemnify and hold harmless _____ 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 _____ to remove debris or demolish unsafe structures.

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.

The following work will be performed by _____: (check)

- Remove debris from the Property;
- Demolish the unsafe and condemned structure on the Property and remove the demolition debris.

Potential Duplication of Benefits: Reporting Money Received for Debris Removal/Demolition

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 _____ at _____.

Release of Insurance Information:

_____, **Claim #** _____, **Policy #** _____



Property Owner(s)/agent(s) authorize(s) the insurer, to release information relating to coverage and payments for debris removal/demolition activities to _____ and/or the Commonwealth of Virginia.

For demolition:

- Property owner(s)/agent(s) certifies/certify that NO mortgage exists on said property.
- Property owner(s)/agent(s) certifies/certify that a mortgage exists on said property.
- Property owner(s)/agent(s) certifies/certify that if insurance exists, an adjuster has inspected the property. NO mortgage exists on said property.

Other Liens/Encumbrances on the Property:

- Property Owner(s)/agent(s) certifies/certify that no other liens or encumbrances exist on said property.
- Property Owner(s)/agent(s) certifies/certify that [type lien(s)] exist(s) on said property.

Property Owner/Authorized Agent _____ Date _____

Lienholder _____

Mortgage Holder _____

Other Lienholder _____

Witnessed only if demolition was rendered:

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

Witness 1: _____ Witness 2: _____

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.*

