ROE No.	PRIVATE CONTRACTOR/FORCE ACCOUNT DEBRIS REMOVAL Florida 2021 Address: Tax ID Block/Lot: Federal/Florida/Tribal Landmark [Y/N]: ___

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

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 (address)_____, or
_____ The authorized agent of the Property Owner.

The Property Owner(s)/agent authorize(s) the City/County of Miami-Dade, 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-_____-FL).

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

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 or demolition, the Property Owner's obligation is set out in the section below, entitled "Avoidance of Duplication of Benefits…."

Government Indemnified and Held 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.

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/County Department of Solid Waste Management at 2525 NW 62nd Street, Miami, FL 33147(Attention: Accounting (305) 514-6636).

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 _____, 2021.

Witness 1 _____

Witness 2 _____

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 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.

Property Owner/Authorized Agent
Sign_____

_____

Print Property Owner(s)/Authorized Agent
Current Address and Telephone No.: _____

_____

If Demolition, Lien Holder
Sign_____

_____

Print Mortgage Holder/Authorized Agent Current Address and Telephone No.: _____

_____

Sign_____

_____

Print: Other Lien Holder/Authorized Agent
Current Address and Telephone No.: _____

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