

ROE No.

**PRIVATE CONTRACTOR/FORCE ACCOUNT
DEBRIS REMOVAL/DEMOLITION
Texas 2017 FEMA-4332-DR-TX
Address:
Tax ID Block/Lot:
Federal/Texas/Tribal Landmark [Y/N]: ____**

**RIGHT OF ENTRY ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL AND/OR
DEMOLITION DISASTER ASSISTANCE (FEMA-DR-4332-TX)**

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) _____.
- The authorized agent of the Property Owner at above address.

The Property Owner(s)/agent authorize(s) the City of Houston, the State of Texas, 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 OR for demolishing structures local authorities have determined to be unsafe due to the declared major disaster FEMA-DR-4332-TX.

Governments/Contractors will perform the following work (check):

1. Remove debris from the Property.
2. Demolish the unsafe and condemned structure on the Property and remove the demolition debris.

If for Demolition: Mortgage and Insurance Adjuster Information

- The Property Owner/agent certifies that no mortgage exists on said property.
- The Property Owner/agent certifies that a mortgage does exist on said property.
- The Property Owner/agent certifies that an adjuster for any insurance policy has inspected the property.

If for Demolition: Other Liens/Encumbrances on the Property

- The Property Owner/agent certifies that no other liens or encumbrances exist on said property.
- The Property Owner/agent certifies that (type lien[s]) _____ does/do exist on said 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 or demolition. 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 or demolish unsafe structures.

Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition 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 or demolition activities on this Property, the Property Owner/agent will report it to the City of Houston, City Debris Manager, Department of Solid Waste Management at P.O. Box 1562, Houston, Texas 77251, or at (832) 393 -0454 or swdworks@houstontx.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/demolition activities (Claim # _____, Policy # _____) to the City identified herein and/or to the State of Texas.

OR

_____ Property/Owner certifies there was no insurance coverage on this property during the recent August 2017 flooding event/Hurricane Harvey.

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 Section 1001.

Term and Signature(s). Witnesses Only if Demolition

Property Owner(s) or Authorized Agent and Mortgage/Lien Holder(s)

This ROE shall expire 360 days after signature by the Property/Owner, unless cancelled sooner in writing to the Entity listed above at the request of the Property/Owner, except that Property/Owner shall remain obligated to the Government for all provisions that expressly or by their nature extend beyond the expiration of termination of this ROE, including but not limited to the provision entitled "Avoidance of Duplication of Benefits . . ." . For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this _____ day of _____, 2017.

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: _____

Print: Property Owner(s)/Authorized Agent

Current Address and Telephone No.: _____

IF DEMOLITION: Lien Holder

Sign _____

Print: _____

Print: Mortgage Holder/Authorized Agent Current

Address and Telephone No.: _____

Sign _____

Print: _____

Print: Other Lien Holder/Authorized Agent

Current Address and Telephone No.: _____
