

**RIGHT OF ENTRY ON PRIVATE PROPERTY FOR DEBRIS REMOVAL WORK FEMA-DR-4277-LA**

ROE No: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Owner or Owner's Authorized Agent): \_\_\_\_\_

Property Address/Description: \_\_\_\_\_

GPS Location: Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

**Right of Entry**

I certify and warrant that I am the title owner, or the owner's authorized agent, of the above described property. I grant, freely and without coercion, the right of access and entry to said property to the Parish of Livingston, Louisiana, the State of Louisiana, and the United States of America, and their respective officers, employees, agents, contractors and subcontractors (collectively, the "PPDR Team"). This Right of Entry (ROE) includes the right of ingress and egress on other lands for the purpose of performing debris clean up and removal to prevent further damage to this property (the "PPDR Work").

**Waiver and Hold Harmless**

I understand that the PPDR Team is not obligated to perform the PPDR Work, and is doing so solely as a voluntary service for the benefit of the above-described property and the entire Parish of Livingston. To the fullest extent permitted by law, I agree and warrant to hold harmless the PPDR Team for damages of any type whatsoever, either to the above described property or to persons situated thereon, and I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities.

**Other Liens/Encumbrances on the Property**

\_\_\_\_\_ The Property Owner certifies that no liens or encumbrances exist on said property that would prevent Muck-out Activities or debris removal operations.

\_\_\_\_\_ The Property Owner certifies that this Property is described or encompassed by the attached notice or action taken pursuant to local ordinance above.

**Government Not Obligated to Perform**

It is fully understood that this Right-of-Entry does not create an obligation of the Entities to perform the PPDR Work. If determined necessary in accordance with Federal, State and local regulations, PPDR Work operations will be conducted at no expense to the Property Owner on the above-described property by personnel authorized by the PPDR Team. In the event a Property Owner receives funds from insurance or another source to clean out the house and remove debris as described here, the Property Owner will reimburse the Parish of Livingston as set out below in the section entitled Avoidance of Duplication of Benefit: Reporting Money Received.

**Avoidance of Duplication of Benefits: Reporting Money Received**

The Property Owner understands and acknowledges that receipt of compensation or reimbursement for performance of PPDR Work from any source, including the U.S. Small Business Administration, insurance (flood, homeowner's, commercial, private, NFIP, or otherwise), an individual and family grant program or any other public assistance program, state or federal, could constitute a duplication of benefits prohibited by federal law. In the event the undersigned receives any compensation from any source, including state or Federal, for the performance of PPDR Work on this property, the Property Owner will report it to the Livingston Parish Office of Homeland Security and Emergency Preparedness at (225)686-3066, or in writing to LOHSEP at 20355 Government Blvd. Suite D, P.O. Box 1060 Livingston, LA 70754. This avoidance of duplication of benefits includes using reasonable efforts to inquire whether a benefit exists to cover work performed under this ROE and to pursue a claim for insurance or benefits available from another source, and to report any such compensation or reimbursement when received to the entity named above.

**Insurance Information- Flood, Homeowner's, or Other**

\_\_\_\_\_ The Property Owner certifies there was *no* insurance coverage on this property during the recent August 2016 flooding event.

\_\_\_\_\_ The Property Owner certifies *there is* insurance coverage on the property, as stated below and my signature on this Right of Entry authorizes, in addition to the above, the following insurer(s) (or agent(s)) to release information relating to my coverage and Payments for Muck-out and associated debris removal activities to Livingston Parish and/or to the State of Louisiana and/or agencies of the Government of the United States of America, including FEMA. Please fill out the applicable insurance information.

Homeowners Insurance:

Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Claim #: \_\_\_\_\_

NFIPs Insurance:

Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Claim #: \_\_\_\_\_

Other Insurance:

Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Claim #: \_\_\_\_\_

Other Flood Insurance:

Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Claim #: \_\_\_\_\_

**Acknowledgment of Prohibition on Fraud, Intentional Misstatements**

The undersigned is fully aware 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 U.S.C. § 1001.

**Time Period**

This ROE shall expire 360 days after signature, unless cancelled sooner in writing to the Entity listed above at the request of the Property Owner.

**Signature and Witness / Property Owner or Property Owner's Authorized Legal Representative**

Privacy Act Statement: The Property Owner / Owner's Authorized Legal Representative acknowledge(s) that information submitted will be shared with other government agencies, federal and nonfederal, and contractors, their subcontractors and employees for purposes of disaster relief management and for the objectives of this Right-of-Entry. This form is signed in order to allow access to perform Muck-out Activities on the above-mentioned property and to authorize the release of insurance policy and claim information.

For the considerations and purposes set forth herein, my signature below confirms that I have read this form, will abide by its terms, and agree to all terms stated herein. I certify under the laws of the State of Louisiana and the United States that my answers are truthful.

**Property Owner or Owner's Authorized Legal Representative:**

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Current Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Alternate Telephone: \_\_\_\_\_

\_\_\_\_\_  
**(Witness)**

Witness Telephone: \_\_\_\_\_

Witness Address: \_\_\_\_\_