

**RIGHT OF ENTRY ON PRIVATE PROPERTY FOR DEBRIS REMOVAL WORK
FEMA DR-4277 | CITY OF DENHAM SPRINGS, LOUISIANA**

ROE No.	OFFICE USE ONLY
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Parcel ID	OFFICE USE ONLY
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Date: _____

Property Address / Description: _____

Name (Owner or Owner's Authorized Agent): _____

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 City of Denham Springs (City), the State of Louisiana, and the United States of America, and their respective officers, employees, agents, contractors (Ceres Environmental Services, Inc. and Thompson Consulting Services, LLC) 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 City of Denham Springs, Louisiana. 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 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 (ROE) 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 City of Denham Springs 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 City of Denham Springs via mail at PO Box 1629, Denham Springs, Louisiana 70727. 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 associated with debris removal activities to the City identified herein and/or to the State of Louisiana and/or agencies of the government of the United States of America, including FEMA. Please fill out all applicable insurance information.

Home Owners Insurance: _____	Other Insurance: _____
Policy No. _____	Policy No. _____
Claim No. _____	Claim No. _____

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NFIPs Insurance: _____ Other Flood Insurance: _____
Policy No. _____ Policy No. _____
Claim No. _____ Claim No. _____

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.

Obligations of Property Owner or Owner's Authorized Legal Representative

The undersigned agrees to place debris in his or her front yard to be removed by the PPDR Team. Debris shall be placed as closely to the road as possible. The undersigned understands that all items in the front yard after the date of this agreement, whether marked for removal or not, will be considered debris by the PPDR Team and will be removed as such from the yard. The undersigned agrees that the PPDR Team may use discretion in determining the boundaries of the front yard of the home and may or may not, for example, dispose of items located in the driveway of the home depending on the size of the home's front yard and alternative locations in which debris piles may be placed. The undersigned understands that the PPDR Team will not sort debris or remove items from the pile, but will dispose completely of all items in the front yard of the address listed herein. The undersigned agrees to indemnify, hold harmless, and defend the PPDR Team for the debris removed from the yard, regardless of type, origin or quantity of the debris. The undersigned understands that debris will not be removed from anywhere other than the front yard of the home. The undersigned understands and agrees that this process may destroy landscaping, sprinkler systems, and the like. The PPDR Team is in no way responsible for damages to any property.

Signature and Witness: Property Owner or Property Owner's Authorized Legal Representative

Privacy Act Statement: The Property Owner I 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 debris removal 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:

OWNER:

(Print Name) (Signature)

Date: _____

Current Address: _____

Current Phone: _____ Alternate Phone: _____

Alternate Address: _____

WITNESS:

(Print Name) (Signature)

Witness Address: _____

Witness Phone: _____