



Right-of-Entry Agreements for Private Communities

Purpose:

The purpose of this form is to provide a standardized agreement for Local Governments to utilize with private communities for reimbursement of Right-of-Way Debris Removal costs. This agreement is general in nature and may change for individual Applicants based on local codes and standards. Per [FEMA Public Assistance Wildfire Policy Guidance](#), Private Property Debris Removal (PPDR) must still be determined to be eligible by FEMA due to the severity of the incident.

Definitions:

- **Applicant (Local Government):** The municipality that is gaining entry to the private community for the purpose of Right-of-Way Debris Removal.
- **Private Community:** The community whose event-generated debris is being removed.



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Applicant (Local Government) Name: _____

Local Government/Contractor Representative and Title: _____

Date: _____

Private Community Name	
Community Owner Name	
Authorized Agent's Name and Title	
Property Address	
Phone Number	
Email Address	

I (We), _____ certify that I (we) am (are) [or authorized agent of] the owner(s), of the property commonly identified as _____ [name of community], _____, State of Florida, (hereinafter referred to as the "Property") and do hereby grant and give freely and without any coercion whatsoever, the right of access, entry to, and use of said property to _____, its agents, contractors, and subcontractors thereof, for the purpose of removing and clearing any and all disaster-generated debris of whatever nature from the Property, in accordance with FEMA Public Assistance Program and Policy Guide, FP 104-009-1, January 2016, as may be necessary in the accomplishment of the foregoing. This Right-of-Way Entry Agreement shall be automatically renewed June 1st of each calendar year subsequent to the date signed below unless and until terminated in writing by the owner/authorized agent of the Property.

IT IS FULLY UNDERSTOOD THAT THIS PERMIT IS NOT AN OBLIGATION TO PERFORM DEBRIS CLEARANCE, NOR IS IT A GUARANTEE OF ELIGIBILITY.

The undersigned agrees and warrants to indemnify and hold harmless the Federal Government, Federal Emergency Management Agency, State of Florida, _____, their agencies, contractors and subcontractors, against all claims, demands, costs and any and all damage of any type, whatsoever, either to the Property or persons situated thereon and hereby release, discharge and waive any and all action, either legal or equitable which might arise out of any use or activities on the above described property. The undersigned will mark all or any disaster damaged sewer lines, water lines, and other utility lines to be used as future reference points on the property.





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I/WE (HAVE____, HAVE NOT____) (WILL NOT____) receive(d) any compensation for debris removal from any other source including SBA, ASCS, private insurance, individual and family grant program, or any other Public Assistance Program. I/we will report any insurance settlements paid to me/us or my/our family or any corporation in which I/we have an interest for debris removal from this property that has been performed at Federal, State, County, or Municipal expense. My/Our current property insurance policy information is:

Insurance Company: _____

Policy Number: _____

I understand that Federal law (42 United States code 5155 et seq.) requires me to reimburse _____ the cost of removing the disaster-generated debris to the extent covered in my insurance policy. I also understand that I must provide a copy of the proof/statement of loss from my insurance company to _____. If I have received payment, or when I receive payment, for debris removal from my insurance company, or any other source, I agree to notify and send payment and proof/statement of loss to _____. I understand that all disaster related funding, including that for debris removal from private property, is subject to audit.

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 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.

IN WITNESS WHEREOF, the parties hereto have executed this Right-of-Way Entry Agreement on

_____.

WITNESSES:

Community Representative Signature and Title

Local Government/Contractor Representative Signature and Title