

Owner or Authorized Agent (“Owner”): \_\_\_\_\_

\_\_\_\_ Residential Property Owner

\_\_\_\_ Commercial Property Owner

\_\_\_\_ Other

Date : \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Property \_\_\_\_\_

Description: \_\_\_\_\_

**RIGHT OF ENTRY ON PRIVATE PROPERTY FOR DEBRIS  
REMOVAL, INDEMNIFICATION, AND HOLD HARMLESS**

**RECITALS**

WHEREAS, Hurricane Michael has caused massive amounts of storm debris to accumulate on both public and private property; and

WHEREAS, the existence of large amounts of storm debris constitutes a nuisance in violation of Bay County Code Chapter 17 and Bay County (“County”) has a legal obligation to address the existence of nuisances; and

WHEREAS, the Board of County Commissioners of Bay County (“Board”) has determined that debris in mobile home parks and on residential and commercial property can constitute an immediate threat to the public health, safety and welfare and can also threaten economic recovery; and

WHEREAS, the Board has decided that in order protect public health and safety in the wake of Hurricane Michael, it is necessary to assist with debris removal on private property; and

WHEREAS, Owner desires to have County enter into the property described above (“Property”) in order to assist with debris removal; and

WHEREAS, Owner is willing to grant County a temporary non-exclusive right of entry into its Property in order to perform inspections, debris removal and, if necessary, emergency protective measures; and

WHEREAS, Owner acknowledges that, although the County and its contractors shall exercise reasonable care, there is a risk of damage to private property that may be

caused by debris removal equipment and Owner agrees to hold the United States of America, including the Federal Emergency Management Agency (“FEMA”), the federal and state government and the County, its employees, agents, representatives and contractors harmless from claims and further, shall fully indemnify the County for any claims related to damages or injury stemming from County’s debris removal work on the Property.

NOW, THEREFORE, in consideration of the benefits to the Property of the private property debris removal program (“PPDR”), Owner agrees as follows:

1. **Grant of License.** Owner hereby grants to County, FEMA, and their respective officials, employees, agents, and to any contractors hired by County, its employees, agents and subcontractors, and all persons under their direction and control (collectively “Contractors”), the right of ingress, egress, access and entry onto the Property in order to perform inspections, testing, debris removal and, if necessary, emergency protective measures. Owner understands and accepts that the entity performing debris removal on behalf of the County will determine on a case-by-case basis what materials qualify as “debris” to be removed from the Property pursuant to the PPDR and that trees deemed hazardous might also be removed.

2. **Term and Termination.** The term of this Right of Entry (“ROE”) shall commence upon execution of this Agreement and terminate one (1) year thereafter (the “Term”), unless extended by the County and Owner. Owner represents and warrants that he/she/it has the full authority and power to execute and fully perform Owner’s obligations as stated herein. Owner represents and warrants that fee title to the Property is vested solely in Owner.

3. **Release and Indemnity.** As consideration for the County conducting debris removal on the Property, Owner hereby agrees:

A. to assume all risks involved and be fully responsible for any damage to persons or private property resulting from debris removal activities on the Property; and

B. to release, save and discharge FEMA, the federal and state government, and the County and Contractors, including their successors or assigns, from any and all legal or equitable claims and demands of whatever nature, including, but not limited to, personal injury, damage to personal property or real property or constitutional claims resulting from debris removal activities; and

C. to indemnify and hold harmless FEMA, the federal and state government, and the County and Contractors, their successors and assigns, from any liability, costs and expenses, including attorney’s fees, on account of any legal or equitable claims related to the debris removal activities, including, but not limited to, claims for personal injury, damage to personal property or real property or constitutional claims.

4. **Government Not Obligated to Perform.** Owner understands that this ROE does not obligate the County to perform inspection, testing, or debris removal. Owner understands that participation in the PPDR shall not prohibit County from deeming a condition on the Property a nuisance subject to code enforcement. Owner will not be charged for work conducted by the County. However, if Owner receives insurance proceeds or compensation from other sources for debris removal, Owner's obligations are set out in Section 5.

5. **Avoidance of Duplication of Benefits.** Owner understands that the receipt of compensation or reimbursement for debris removal activity from any source, whether through insurance or a public assistance program, could constitute a duplication of benefits prohibited by federal law. In the event the Owner receives any compensation from any source for the debris removal performed by the County, the Owner agrees to report it to Bay County at 840 W. 11<sup>th</sup> St., Panama City, FL 32401 Attn: County Attorney – (850)248-8175. 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 above.

Insurance Information

\_\_\_\_\_ Owner certifies there was no insurance coverage on this property for the Hurricane Michael event.

\_\_\_\_\_ Owner certifies that there is insurance coverage on the property, as stated below and my signature on this ROE authorizes the following insurer(s), or agent(s) to release information relating to my coverage and payments for Hurricane Michael debris removal activities to Bay County, to the State of Florida and/or agencies of the federal government of the United States of America, including FEMA. Please fill out the applicable insurance information.

Insurance Information:

Insurance Company: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Claim Number: \_\_\_\_\_  
Agent Name: \_\_\_\_\_

Insurance Company: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Claim Number: \_\_\_\_\_  
Agent Name: \_\_\_\_\_

Insurance Company: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Claim Number: \_\_\_\_\_  
Agent Name: \_\_\_\_\_

Owner understands that in the event any insurance proceeds or state or federal assistance is received by Owner for purposes of inspecting, testing or removing Hurricane Michael debris, federal law requires Owner to pay to County any insurance or other proceeds Owner has received or is entitled to for the removal of debris from the Property. (The Stafford Act, 42 United States Code Section 5155) **Owner hereby agrees to pay to or assign to County any benefits or insurance proceeds received for debris removal up to the County's actual cost of removing hurricane related debris.**

6. **Entire Agreement.** This ROE constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, whether oral or written, are superseded. Any modifications to this agreement shall be in writing and signed by both parties.

7. **Partial Invalidity.** If any provision of this ROE is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this ROE shall not be affected. Each provision shall be valid and enforceable to the fullest extent permitted by law.

8. **Successors and Assigns.** This ROE shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

9. **Fraudulent or Willful Misstatement of Fact.** Owner 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, provided under 18 United States Code, section 1001.

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 Florida and the United States that my answers are truthful.

**OWNER:**

\_\_\_\_\_  
Signature  
Print Name:\_\_\_\_\_

**OWNER:**

\_\_\_\_\_  
Signature  
Print Name:\_\_\_\_\_