

ROE No. _____ Property Owner's Association: _____	PRIVATE CONTRACTOR/ DEBRIS REMOVAL / DEMOLITION South Carolina Address: _____ _____ Tax ID Block/Lot: _____
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RIGHT OF ENTRY ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL AND/OR DEMOLITION DISASTER ASSISTANCE (FEMA-DR-__ -SC)

Ownership Interest and Grant of Right of Entry for Debris Removal and/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) _____, or
 _____ The authorized agent of the Property Owner or the Property Owner's Association. (Must Provide Documentation Confirming Authorization)

The Property Owner(s)/agent authorize(s) Beaufort County, the State of South Carolina, 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.

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

1. _____ Remove debris from the private rights of way.
2. _____ Demolish the unsafe structure on the Property and remove the demolition debris.

Mortgage and Insurance Adjuster Information if for Demolition

- _____ 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.

Other Liens/Encumbrances on the Property if for Demolition

- _____ 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.

Governments 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: Reporting Debris Removal/Demotion Money Received."

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 Owners(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 Beaufort County Solid Waste Manager at 120 Shanklin Road, Beaufort, SC 29906, (843)255-2800.

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 Beaufort County and/or to the State of South Carolina.

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

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.

For the considerations and purposes set forth herein, my signature confirms that I have read this form, that if signed on behalf of a Property Owner’s Association, I am authorized to sign this form and to bind the association that I will abide by its terms and agree to all terms stated herein. I certify under the laws of the State of South Carolina and the United States that my answers are truthful.

Property Owner/ Authorized Agent (if Authorized Agent, attach Supporting Documentation)

(Print Name) (Signature)

Date: _____ Current Address and Telephone: _____

Witness 1: _____ Address & Telephone: _____

Witness 2: _____ Address & Telephone: _____

For Demolition Only

(Print Mortgage Holder Name) (Signature)

Date: _____ Current Address and Telephone: _____