

Unconditional Right-of-Entry Agreement

State of Florida
County of Seminole

The undersigned hereby certifies that he/she is the authorized agent of the homeowners association, or property owner, described herein and the undersigned hereby authorizes the County of Seminole, its successors and assigns, including its contractors and subcontractors the unconditional authority and permission to enter in and onto the premises located within the County of Seminole commonly described as:

Street Address: _____

Homeowners Association/Property Owner

Phone number of Authorized Agent

and remove disaster debris for the period of _____ through _____, which is the responsibility of the County to clear/remove for the abatement of public health and safety, from the described property of the undersigned at no expense to the property owner.

The undersigned further agrees and acknowledges that no false statements or representations are contained herein. The undersigned acknowledges that all representations made herein will be relied upon and any material misrepresentation herein shall constitute grounds to terminate assistance and shall make the undersigned liable to fully reimburse the County of Seminole its successors and assigns, including its contractors and subcontractors for all costs incurred in the reliance upon the undersigned's representatives.

All terms and conditions with respect to the Right-of-Entry are expressly contained herein and agree that no representative of the County of Seminole, its successors and assigns, including its contractors and subcontractors has made any representation or promise with respect to this Right-of-Entry that is not expressly contained herein.

I currently have no known physical or mental condition that would impair my understanding of the full legal impact of this agreement. Further, I have currently read the foregoing release and understand the contents thereof and sign this authorization as my own free act.

I have clearly marked all septic or drain field areas, water meters and any other permanent fixtures on and/or under the property.

This unconditional Right-of-Entry may be revoked by the property owner or property owner's authorized agent by written notice sent to and received by the County of Seminole prior to the arrival of the contractor on the described premises.

Signature

Date

Return to (homeowners association):

RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT

Seminole County, Florida

The undersigned hereby certifies that he/she is the title owner or authorized agent of the homeowners association described herein as:

Street Name/Names or Legal Description (List all names covered by this agreement or provide a map attached to this agreement with the roads marked that are covered by this agreement. If a portion of a road is covered, then list the starting and ending addresses of the road that is covered by this agreement):

Seminole County, State of Florida, and does hereby request aid in removing natural or man-made disaster-generated debris from the private roadway/property and grants and gives freely without coercion, the right of access and entry to the roadway/property to the County of Seminole (the "County"), its successors and assigns, including its contractors and subcontractors, the Federal Emergency Management Agency (FEMA), the U.S. Army Corps of Engineers (USACE), USDA Forest Service and the Florida Division of Emergency Management (the "Invitees") for the purposes of removing disaster-generated debris.

The undersigned acknowledges that this Right of Entry/Hold Harmless Agreement does not obligate any or all of the invitees to perform disaster-generated debris removal. In the event, any or all of the invitees removes or causes to be removed disaster-generated debris from the roadway/property, the undersigned agrees and warrants to hold harmless the Invitees of any damage of any type whatsoever, either to the roadway/property or persons situated thereon, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned has or ever might or may have by reason of any action of the Releases related to the removal of disaster generated debris from the Property.

Further the undersigned acknowledges that federal law (42 U.S. C. 5155 et seq.) requires that property owners to reimburse the County for the cost of removing the disaster-generated debris to the extent such costs are covered in the property owner's insurance policy. The undersigned also understands that he/she must provide a copy of the proof/statement of loss from the insurance company to the County. The undersigned agrees that upon receipt of payment from his/her insurance company for disaster-generated debris removal, he/she shall promptly notify and send payment and proof/statement of loss to the County so that the County may reimburse FEMA. The undersigned further acknowledges that all disaster-debris funding, including that for disaster-generated debris removal from private property, is subject to audit by the County and/ or FEMA.

For the considerations and purposes set forth herein, I hereby set my hand this _____ day of _____, 20_____.

Authorized Agent: Right of Entry/Hold Harmless Accepted

Print Name: _____

Title: _____

Signature: _____ Date: _____

Current Address: _____

Current Telephone Number: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledges before me this _____ day of _____, 2017
by _____, who is personally known to me or who has
produced _____ as identification.

(Type of identification)

[NOTARY SEAL]

Signature-Notary Public, State of Florida