

**Please use ballpoint or roller ball
pens and print clearly**

For FEMA/State Use Only:	
ROE No:	Age of Structure:
GPS Long:	GPS Lat:
Remarks:	

RIGHT-OF-ENTRY PERMIT

Owner Name	
Insurance Company	
Policy No. and Claim No.	
Owner's FEMA Individual Assistance Registration Number (If Applicable)	
Street Address	
City/Town	
County	
Phone (Primary/Alternate)	
Are you currently living at this home?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If not, where are you living (address)?	

The undersigned, ("Owner"), hereby unconditionally authorizes the United States of America including the Federal Emergency Management Agency (FEMA), Monroe County, and participating Voluntary Organizations Active in Disaster (VOAD), the Florida National Guard, and their respective assigns, employees, agents, and contractors (collectively, with FEMA, the "Assistance Providers") to have the right of access and to enter in and onto the property described above for the purpose of performing inspections and/or emergency protective measures resulting from Hurricane Irma at no expense to Owner for purposes of participating in the first two (2) steps of the Sheltering and Temporary Essential Power (STEP) Assistance Program.

It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections or undertake emergency protective measures to the Property. Owner understands that no emergency protective measures will be performed until this ROE is completed in full.

1. Time Period: The ROE shall expire 180 days after signature, unless sooner cancelled according to the terms herein.

2. Inspection/Emergency Protective Measures Authorized: The ROE authorizes inspection, and emergency protective measures to the Property. Owner understands that the Government, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required emergency protective measures. If Owner disagrees with the nature or extent of proposed actions, Owner may refuse any additional work and cancel this ROE at any time on the provided form labeled "Right-of-Entry Permit – Request for Cancellation."

3. Documentation of Damage: The Assistance Providers will be photographing and otherwise documenting damage and work completed under this Program. *However, the Owner acknowledges that it is solely the Owner's responsibility to document damage for potential insurance proceeds or additional assistance*

Owner: _____ Property Address: _____

programs. If possible, the Owner should photograph or otherwise document all damage before any work begins, is repairs, and/or items are removed from the property. Lack of documentation may limit subsequent proceeds or assistance.

4. Disclosures: By signing this ROE, Owner acknowledges that none, some, or all of the following work may be performed pursuant to this ROE and FEMA policy. Owner further acknowledges that work may involve the use of raw, unfinished materials to provide only emergency protective measures.

- 1) Removal of interior debris to curbside including damaged drywall, flooring, carpeting, ceilings, doors, insulation, fixtures and cabinets and other unsalvageable contents;
- 2) Cleaning and sanitizing interior of residence to include ductwork.

5. Assistance Providers Held Harmless: The Owner acknowledges that the Government's decisions on whether, when, where and how to provide disaster relief to Owner's property are discretionary functions. Owner recognizes that 42 USC §5148 states: "The Federal Government shall not be liable for any claim based upon the exercise or performance or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this chapter." Additionally, the undersigned will indemnify and hold harmless all Assistance Providers listed above for any and all liability, loss, damage, or destruction 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 liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid Assistance Providers taken to accomplished the aforementioned purpose. The Owner agrees that the State of Florida, and Monroe County, along with its contractors, in accordance with Florida Statute section 768.28, are indemnified and will be held harmless from any death of or any injury to persons or damage to property as a result of actions taken pursuant to the Florida/FEMA STEP Assistance Program.

6. Miscellaneous:

a. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this ROE. Owner expressly represents and warrants that fee title to the premises is vested solely in Owner. Owner will provide supporting documentation of ownership in accordance with FEMA guidance before or at the time of signing this document.

b. This ROE includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.

c. Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both. In addition, the Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a repayment of funds to the State of Florida or Monroe County, Florida.

Privacy Act Statement: The Property Owner/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

Owner: _____ Property Address: _____

Right of Entry. This form is signed in order to allow access to perform emergency temporary repairs on the above-mentioned property and to authorize the release of insurance policy and claim information.

Signature(s) and Witness

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 Florida and the United States that my answers are truthful.

_____ Owner Signature	_____ Date	_____ Co-Owner Signature (if applicable)	_____ Date
_____ Phone Number		_____ Phone Number	
_____ Owner's FEMA Registration Number (if applicable)		_____ WITNESS	

RIGHT-OF-ENTRY PERMIT -REQUEST FOR CANCELLATION

To cancel a previously-granted Right of Entry (ROE) permit, this cancellation form must be signed by the Owner, and delivered to the Federal Emergency Management Agency (FEMA) at a Disaster Recovery Center, by **FAX** to FEMA's National Processing Service Center at 1-800-827-8112. Allow at least three (3) days to process. ***Alternatively, the ROE may be cancelled at the Property site by obtaining the signature of the authorized representative present when the crew appears for work.*** It is recommended that the Owner make a copy of the signed cancellation prior to giving this form to the authorized representative. The authorized representative will keep the original signed copy for its records. Reproduction capability may not be available at the ROE collection points. Phone-in and verbal cancellations will not be accepted.

By canceling the ROE, Owner acknowledges that inspections and emergency protective measures may not be performed by the State, the United States of America including FEMA, or participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors.

I have read and understand the foregoing statement concerning cancellation policies. I hereby certify that I request to cancel the foregoing ROE and my request for disaster-related emergency protective measures.

Signature: _____
Owner

Date Time

Printed Name: _____

Address: _____

I hereby acknowledge receipt of the foregoing request for cancellation:

Signature: _____
Authorized Representative

Date Time

Printed Name: _____
(Indicate authorized organization and title)

Title: _____