

\*\*\*SAMPLE\*\*\*

**RIGHT OF ENTRY ONTO PRIVATE PROPERTY FOR DEBRIS/CARCASS  
(FEMA-DR-4420-NE)**

**Ownership Interest and Grant of Right of Entry for  Debris/Carcass Removal**

The undersigned hereby certifies they/he/she are/is the owner(s) with authority to grant access to the property, or the authorized agent of such person, at (address) \_\_\_\_\_ (“Property”) and do(es) hereby authorize the [City/County/town] of \_\_\_\_\_, the State of Nebraska, the United States of America (U.S.) (specifically including, but not limited to, the Federal Emergency Management Agency (“FEMA”) and other U.S. federal agencies), their agents, successors and assigns, contractors and subcontractors (collectively, the “Debris Entities”) to have the right of access and to enter the property for purposes of performing debris/carcass removal.

**Government Not Obligated; No Expense Except For Insurance Proceeds**

It is fully understood that this Right-of-Entry does not create an obligation of the Debris Entities to perform debris/carcass removal. If determined necessary in accordance with Federal, State and local regulations, removal of unsafe debris/carcass(es) will be conducted at no expense to the property owner(s) on the above-described property by personnel authorized by the State of Nebraska, although insurance reimbursement, compensation, or other proceeds paid to the property owner(s) for these activities resulting from the disaster-caused damage must be handled as set out below.

**Government Indemnified and Held Harmless**

The property owner(s) hereby agree to indemnify and hold harmless the Debris Entities 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 undersigned property owner(s) has (have), or ever might or may have, by reason of any action of aforesaid Debris Entities taken to accomplish the aforementioned debris/carcass removal.

**Avoidance of Duplication of Benefits: Reporting Debris/Carcass Removal Money Received**

The undersigned understands and acknowledges that receipt of compensation or reimbursement for performance of the aforementioned activities from any source, including the U.S. Small Business Administration, insurance (flood, homeowner’s, commercial, private, NFIP, or otherwise), an individual and family grant program or any other public assistance program could constitute a duplication of benefits prohibited by federal law. In the event the undersigned receives any compensation from any source for the performance of the aforementioned activities on this property, or becomes aware that any other party has received such compensation, the undersigned will report it to the Nebraska Department of Environmental Quality at 1200 N. Street, Suite 400, P.O. Box 98922, Lincoln, Nebraska 68059-8922, 1-877-253-2603. This avoidance of duplication of benefits includes using reasonable efforts to pursue a claim for insurance or benefits available from another source, if available, and to report any such compensation or reimbursement when received.

**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 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.

**Signature(s) and Witnesses**

**Property Owner or Property Owner's Authorized Agent**

Privacy Act Statement: The Property Owner / Owner's Authorized Agent 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 Right-of-Entry. This form is signed in order to allow access to perform debris/carcass operations on the above-mentioned property and authorize the release of insurance policy and claim information and to clear any 3<sup>rd</sup> party interests in the subject structures.

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Property Owner/Owner's Authorized Agent:**

\_\_\_\_\_ (Print name) \_\_\_\_\_ (Signature)  
Current Address and Telephone: \_\_\_\_\_

Witness 1 \_\_\_\_\_ Address & Telephone: \_\_\_\_\_

Witness 2 \_\_\_\_\_ Address & Telephone: \_\_\_\_\_