

RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT/DUPLICATION OF BENEFITS
PRIVATE PROPERTY DEBRIS REMOVAL & DEMOLITION OF UNSAFE
STRUCTURES

The massive flooding across Boulder County beginning on September 11, 2013, prompted formal declarations of disaster emergency by local, state, and federal government officials, and has necessitated large-scale recovery work on private as well as public property. To participate in this program, the undersigned hereby gives freely, without coercion, and unconditionally authorizes the County of Boulder in the State of Colorado, its successors and assigns and its contractors and subcontractors, the United States of America and its assigns, and its contractors and subcontractors (collectively, the Permittees), to have the right of access and to enter upon or pass through the property described below (including the interior of private residential structures and any other structures) at any reasonable time for the purpose of damage assessment, debris removal, mitigation of imminent threats, and other disaster response activities necessary to complete the hazard mitigation or recovery work ("Work") for the property located in Boulder County more commonly identified as (Address of Home, including Street, City, State, Zip) _____

This permission will remain in place until the Work is certified complete by the County of Boulder. This permission does not require me to mark, warn, or mitigate against any flood-related hazards and persons entering the property assume the risks of such hazards.

RIGHT OF ENTRY: I certify that I am the owner or the owner's and mortgagor's authorized agent of the below described property, and that I have the legal authority to enter into this Agreement. I grant freely and without coercion the right of access and entry to said property to the Permittees to inspect the property to assess damages and eligibility for federal program, and for the purpose of performing Work. The undersigned represents and warrants that he/she/they has/have full power and authority to execute and fully perform the obligations under this Right-of-Entry without the need for any further action, or that he/she/they is/are duly appointed agent(s) of the owner and the mortgagor, and that he/she/they has/have full power and authority to execute and fully perform the obligations under this Right-of-Entry without the need for any further action. Additionally, the undersigned is fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both.

HOLD HARMLESS: I understand that this Agreement/Permit is not an obligation upon the government to perform PPDR Work on my property. I agree to hold harmless the Permittees for damages of any type whatsoever, either to the above-described property and/or any improvements on, or a part of the property, or to persons situated thereon. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities while performing Work. If asked, I will mark sewer lines, septic tanks, water lines and utilities located on the property.

DUPLICATION OF BENEFITS*: Most homeowner's insurance policies have coverage to pay for portions of the PPDR Work. I understand that Federal law (42 U.S. C. 5155 et seq.) requires me to reimburse Boulder County for the cost of the Work to the extent that such work is covered by my homeowner's insurance policy. I also understand that I must provide a copy of the proof/statement of loss from my insurance company, if any, or a copy of any denial letters received from my insurance company to Boulder County. If I have received payment, or when I receive payment, for portions of the Work from my insurance company or any other source, I agree to notify and send payment and proof/statement of loss to Boulder County. I understand that all disaster-related funding, including for debris removal from private property, is subject to audit.

Continued on Reverse

RELEASE OF INSURANCE INFORMATION: If insured, the undersigned authorizes its insurer, _____, to release information relating to coverage and payments for demolition activities, including subsequent demolition debris removal (claim # _____ policy # _____) to the Permittees.

*Please list insurance documents provided with this form: _____

SIGNED: All owners/agents must sign below.

Parcel ID# _____ Assessor's Account # _____

Printed Name: _____ Printed Name: _____

Signature/Date: _____ Signature/Date: _____

Telephone #: _____ Telephone #: _____

EMAIL ADDRESS: _____

Please contact Francesca Gonzales at (720) 564-2726 or fgonzales@bouldercounty.org or Kate Williams at (720) 564-2237 or kwilliams@bouldercounty.org with questions about this form. Return by email: fgonzales@bouldercounty.org; fax: 303-441-3884; or U.S. Mail: Francesca Gonzales, Administrative Technician; Office of Emergency Management; 3280 Airport Rd; Boulder, CO 80301