RIGHT OF ENTRY PERMIT – HAZARDOUS WASTE ONLY

What this Permit Does:

1) By signing this permit you allow emergency Assistance Providers to enter your property to inspect, clear, and remove **household hazardous waste only** caused by the declared emergency from the September 2020 Echo Mountain Complex Wildfire. **IF YOU WOULD LIKE TO PARTICIPATE IN OTHER FUTURE DEBRIS REMOVAL PROGRAMS, DO NOT SIGN THIS FORM.**

2) You agree to give up any right to sue or make a claim for damages against the Assistance Providers for any resulting damage and personal injury or death.

3) You agree to make, or allow the Assistance Providers to make, an insurance claim to reimburse the Assistance Providers for covered services provided to you.

4) You authorize your insurance carrier to provide policy and claim information to the Assistance Providers relating to your claim for the coverage of debris removal services.

*This summary is subject to the full descriptions provided below.

Grant of Right of Entry: By signing below the property Owner, Owner's authorized agent and tenant, if any, collectively ("Owner"), hereby unconditionally authorizes the **Assistance Providers** *(**Lincoln County**, the **State of Oregon**, **tribal governments**, the **United States of America** including the **Federal Emergency Management Agency (FEMA)**, and participating **Voluntary Organizations Active in Disaster (VOAD)** and their respective assigns, officers, employees, agents, volunteers, contractors and representatives)* to have the right of access and to enter in and onto the property, and all related appurtenances thereto described below for the purpose of performing work described below in "Scope of Work" *at no expense to Owner* which may threaten public health or safety, or public or private property, and to ensure economic recovery. 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, remove hazardous debris, and undertake emergency protective measures to the Property. Owner understands that no work will be performed until this ROE is completed in full. If Owner is a landlord, Owner agrees that Assistance Providers will be acting as landlord's agent for all purposes.

Time Period: The ROE shall expire 90 days after this form is signed, unless it is cancelled sooner than that according to the terms herein. The Assistance Providers – Indemnification - Hold Harmless provisions, once signed, survive the termination of the ROE.

Scope of Work and Disclosures: Inspections, removal or clearing of wildfire generated hazardous substances. By signing this ROE, Owner acknowledges that none, some, or all of the aforementioned work may be performed pursuant to this ROE and FEMA policy. Owner understands and accepts that the entity performing hazardous substances removal on behalf of the Assistance Providers will determine on a case-by-case basis what materials qualify to be removed from the site.

Assistance Providers – Indemnification- Hold Harmless: The Owner acknowledges that the Assistance Providers' decisions on whether, when, where, and how to provide disaster relief to Owner's property are discretionary functions. Additionally, the Owner hereby agrees to indemnify, defend and hold harmless the

Assistance Providers against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, death, and charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter, collectively referred to as "Claims"), as well as any and all actions, either legal or equitable, which the Owner has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any decision or action of aforesaid Assistance Providers taken or not taken in connection with entry onto the Property or to accomplish the aforementioned work.

Duty to Apply for Insurance Benefits: I understand that Federal law (42 U.S.C. § 5155) requires me to reimburse the Assistance Providers for the cost of the work conducted under the Scope of Work, to the extent it is covered by any other funding source including FEMA, Small Business Administration, private insurance, or any other public assistance program. At the sole discretion of the Assistance Providers, Owner shall either:

(a) Make a claim against any applicable funding source, including insurance policies related to the work performed by the Assistance Providers under this ROE and reimburse the Assistance Providers within thirty (30) calendar days of receipt of any such insurance proceeds or other funding source; or

(b) Assign to one or more of the Assistance Providers the right to make a claim against any applicable insurance policy and the right directly to receive payment for that claim. Owner shall provide notice of this assignment to all applicable insurers.

Release of Insurance Policy and Claim Information: If applicable, Owner acknowledges that an insurance claim has been, or will be, presented to Owner's insurance company as a result of the declared emergency for the losses and damages occurring at the property listed above. The Owner authorizes the insurance carrier to provide policy and claim information to the Assistance Providers, or assigns, relating to the coverage of debris removal services for the declared September 2020 wildfires emergency only.

Authority to Sign: Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this ROE. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this ROE on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner.

Property Access: This ROE includes the right of ingress and egress on other lands of the Owner not described below, 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.

Duty of Truthfulness: 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.

Information Sharing: Information is collected to make it possible for the Assistance Providers and their assigns, officers, employees, agents, volunteers, contractors and/or representatives to enter your property, inspect for damage, and/or undertake emergency protective measures. Information submitted will be shared with other government agencies, local, state, federal, and their assigns, officers, employees, agents, volunteers, contractors and subcontractors, as well as with authorized volunteer agencies performing services, for official use only in accordance with the purposes stated in this ROE.

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Disclosure is Voluntary: However, failure to disclose the information will make it impossible for us to inspect your property or undertake emergency protective measures which may delay or prevent the provision of disaster services and/or assistance.

Contact Information:

Lincoln County Solid Waste and Recycling
Attention: Paul Seitz, District Manager
880 NE 7th Street, Newport, Oregon 97365
Phone (541) 574-1285
solidwaste@co.lincoln.or.us

Address:
Owner's Name_____
Tenant's Name (if applicable)_____
Assessor's Parcel Number (APN): _____
FEMA No.:_____
Property Address:_____
City: _____ State: _____
Owner's Contact Information: (Information To Be Kept Confidential by Assistance Providers)
Mailing Address: _____
City: _____ State: _____
Date of Birth: _____
Driver's License: _____ State of Issuance: _____
Phone: 1. ( ) - 2. ( ) - _____
E-mail: _____
Date: _____

Insurance: (Information To Be Kept Confidential by Assistance Providers)
This property (___ is ___ is not) insured. (check one)
If tenant: does insurance cover real or personal property: (yes/no)
Insurance Co. _____
Agent: _____
Agent Phone: _____ Address for claims: _____
Policy No.: _____
Claim No.: _____

Secondary Insurance Co. _____
Agent: _____
Agent Phone: _____ Address for claims: _____
Policy No.:
Claim No.: _____

Additional Insurance Co. _____
Agent: _____
Agent Phone: _____ Address for claims: _____
Policy No.: _____
Claim No.: _____

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For FEMA/State/local/Tribal Use Only:			
ROE Permit No.:		Age of Structure:	
GPS Location – Long:		Lat:	
Remarks:			
Parcel No.:			

Signatures:

I agree to the terms of the Right of Entry Permit – (Hazardous Waste Only) freely.

Owner Signature Date

Co-Owner Signature (if applicable) Date

Tenant Signature (if applicable) Date

Approved by Lincoln County and verified that the property, APN, and Owner are accurate and meet the eligibility requirements of Program.

County's Agent: