

<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">ROE No. _____</div> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<div style="border: 1px solid black; padding: 5px;"> <p>PRIVATE CONTRACTOR/FORCE ACCOUNT DEBRIS REMOVAL</p> <p>Florida 2024 Address: _____ Tax ID Block/Lot: _____ Federal/Florida/Tribal Landmark [Y/N]: ____</p> </div>
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**RIGHT OF ENTRY ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL AND/OR
DEMOLITION DISASTER ASSISTANCE (FEMA-DR-_____-FL)
AND HOLD HARMLESS AGREEMENT**

This Agreement is made and entered into by and between Hernando County, a political subdivision of the State of Florida, 15470 Flight Path Drive, Brooksville, Florida 34604, and:

Owner/Association: (“Property Owner(s)”): _____

Owner’s Address: _____

Road Name(s): _____

(the “Property”) for the removal of hurricane or other storm debris from the Property by Hernando County.

WHEREAS, Hernando County wishes to provide for the right (but not the obligation) to remove storm debris from privately-owned rights-of-way; and,

WHEREAS, the Property Owner wishes to grant Hernando County the right to remove storm debris subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Hernando County and the Property Owner agree as follows:

Recitals

The foregoing recitals are ratified as true and incorporated herein.

Ownership Interest and Grant of Right of Entry for Debris Removal or Demolition Activities

The undersigned (“Property Owner(s)/Agent”) certifies they/he/she are/is (check):

_____ The owner(s) with authority to grant access to the property at (address) _____, or

_____ The authorized agent of the Property Owner.

The Property Owner(s)/Agent authorize(s) Hernando County, the State of Florida, and the United States of America, their respective agents, successors and assigns, contractors and subcontractors (collectively, the “Governments/Contractors”) to have the right of access and to enter the property above specified for purposes of performing debris removal as it is a public health and safety threat to the general public resulting from the declared major disaster (FEMA-DR-4834-FL).

Governments/Contractors will perform the following work: Remove debris from the Property.

Government Not Obligated; No Expense Except For Insurance Proceeds

The Property Owner/Agent understands that this Right-of-Entry does not obligate the Governments/Contractors to perform debris removal. Governments/Contractors will access the property under this ROE if the work has been determined necessary in accordance with Federal, State, or local regulations. The Property Owner(s) will not be charged for the work conducted by Governments/Contractors; however, if the Property Owner receives insurance proceeds or compensation from other sources for debris removal or demolition, the Property Owner's obligation is set out in the section below, entitled "Avoidance of Duplication of Benefits...."

Government Indemnified and Held Harmless

The Property Owner(s)/Agent agree(s) to indemnify and hold harmless the Governments/Contractors 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 Property Owner(s) has/have, or ever might or may have, by reason of any action taken by Governments/Contractors to remove debris.

Avoidance of Duplication of Benefits: Reporting Debris Removal Money Received

Property Owner/Agent has an obligation to file an insurance claim, if coverage is available, and Property Owner/Agent acknowledges that Federal law (42 U.S.C. § 5155, et seq.) requires me to reimburse Governments/Contractors the cost of removing the disaster-generated debris to the extent covered in my insurance policy. Property Owner/Agent also acknowledges that I/it must provide a copy of the proof/statement of loss from my/its insurance company to the Hernando County Department of Public Works at its below-listed address. Property Owner/Agent understands and acknowledges that receipt of compensation or reimbursement for performance of the aforementioned activities from any source, including Small Business Administration, private insurance, an individual and family grant program or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law. If the Property Owner/agent receives any compensation from any source for debris removal on this Property, the Property Owner/agent will report it to the Hernando County Department of Public Works at 1525 E. Jefferson St., Brooksville, Florida 34601, Phone (352) 754-4060, Fax (352) 754-4423. DPW@co.hernando.fl.us

Release of Insurance Information

Property Owner(s)' current property insurance policy information is:

Insurance Company: _____

Policy Number: _____

The Property Owner/Agent authorizes his/her/its insurer, (Company) _____, to release information relating to coverage and payments for debris removal activities (Claim # _____, Policy # _____) to Hernando County and/or to the State of Florida.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

The Property Owner/Agent acknowledges 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 U.S.C. § 1001.

No Assumption of Liability for Remediation

In consideration of the assistance Hernando County is providing to The Property Owner/Agent under this Agreement at no cost to the Property Owner/Agent, Hernando County assumes no liability or responsibility, and the Property Owner/Agent shall not seek to recover from Hernando County, any costs of remediation of damages to the Property incurred due to damage from a hurricane or other storm event or due to actions taken pursuant to this Agreement.

Hernando County's Agents

Any person, firm, or corporation authorized to work upon the Property by Hernando County shall be deemed Hernando County's agent and shall be subject to all terms and conditions of this Agreement.

Authority

The Property Owner/Agent represents and warrants that he/she/it has the full power and authority to perform his/her/its obligations under this Agreement and that the person executing this Agreement is authorized to do so and that said person is the fee title owner of the Property or an authorized representative thereof.

No Waiver of Sovereign Immunity

Nothing set forth in the Agreement shall be construed or interpreted as consent by Hernando County to be sued nor as a waiver of sovereign immunity beyond the limited waiver provided in Fla. Stat. § 768.28.

Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, and representations, whether oral or written. This Agreement may only be modified by written instrument executed by both the Property Owner/Agent and Hernando County.

Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Governing Law, Venue, and Waiver of Jury Trial

This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Hernando County. The parties knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of this Agreement.

Term of Agreement

This Agreement shall become effective upon execution by both Hernando County and the Property Owner/Agent and shall continue in full force and effect until terminated by the parties. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party at the addresses set forth above.

Signature(s) and Witnesses

Property Owner(s) or Authorized Agent and Mortgage/Lien Holder(s)

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this _____ day of _____, 2024.

FOR PROPERTY OWNER/AGENT

Witness 1 _____

Witness 2 _____

Property Owner/Authorized Agent

Sign _____

Print Property Owner(s)/Authorized Agent

Current Address and Telephone No.: _____

If Demolition, Lien Holder

Sign _____

Print Mortgage Holder/Authorized Agent Current

Address and Telephone No.: _____

Sign _____

Print: Other Lien Holder/Authorized Agent

Current Address and Telephone No.: _____

FOR HERNANDO COUNTY

J. Scott Herring, P.E.

Public Works Director/County Engineer

Privacy Act Statement: The Property Owner/ Owner's Authorized Agent acknowledge(s) that information submitted will be shared with other government agencies, federal and non-federal, and contractors, their subcontractors and employees but solely for purposes of disaster relief management to meet the objectives of this Right-of-Entry. This form is signed to allow access to perform debris removal and/or demolition operations on the above-mentioned property, to authorize the release of insurance policy/claim information and to notify any lien-holder of demolition.