

<b>GPS Location:</b> <b>Longitude:</b> _____ <b>Latitude:</b> _____
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Property Address/Description (include **County** & **Date of Construction**):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>Mailing Address</b>	<b>Insurance Information</b>
Name (Owner): _____	<i>Please supply the following insurance information:</i> This property ( <u>  </u> is <u>  </u> is not) insured. (check one) Insurance Company: _____ Agent Name: _____ Agent Phone #: _____ Policy #: _____ Claim #: _____
Mailing Address: _____	
City/State: _____	
Phone/Cell: _____	
E-mail: _____	
Drivers License No. _____	
Date: _____	

<b>Mortgage Information</b>	
_____ The undersigned, as lawful owner, certifies that no mortgage exists on said property. _____ The undersigned, as lawful owner, certifies that a mortgage does exist on said property. (If checked, must provide Mortgage Holder Information and consent to demolition, below.)	
<b>Mortgage Holder Information</b>	
Mortgage Holder's Name:	_____
_____	Signature of Person releasing interest
Mortgage Holder's Mailing Address:	_____
_____	Title for Business/Company
_____	Sworn to and subscribed before me this _____ day of _____, 2011.
<b>I consent to the demolition of the above described structure.</b>	_____
_____	Notary Public (Seal)
Print Mortgage Holder Name/Business/Company	

1. Ownership, Demolition Request, and Grant of Right of Entry: The undersigned hereby certifies and warrants that they/he/she (*circle one*) are/is the title owner(s) or duly appointed agent(s) of the owner of the property described above (the "Premises"), and hereby requests aid in demolition of unsafe structures and removal of demolition debris; therefore, undersigned hereby grants, freely and without coercion, the City/County of \_\_\_\_\_, Alabama, (hereinafter "City/County"), the State of Alabama, the United States Government and its Federal Emergency Management Agency (FEMA) employees, the United States Army Corps of Engineers, and any of their respective officers, employees, agents, contractors, subcontractors and volunteers, a right of entry to the Premises for the purpose of demolishing the remaining unsafe structure(s) on the Premises, and subsequently removing demolition debris, subject to all licenses, easements, encumbrances, and claims of title affecting the Premises upon the terms and conditions set forth in this Agreement.

2. Government Not Obligated; No Expense Except For Insurance Proceeds: It is fully understood that this Right of Entry does not create any obligation on the City, the County, the State of Alabama, or the United States Government to perform demolition. Demolition will be conducted at no expense to the said property owner(s), although insurance or other proceeds paid to owner(s) for demolition and removal of demolition debris must be handled as set out below.

3. Avoidance of Duplication of Benefits; Reporting Receipt of Money For Demolition: The undersigned has not received and will not receive any compensation for performance of the aforementioned activities from any other source including the Small Business Administration, the Natural Resources Conservation Service, private insurance, individual and family grant program or any other public assistance program. In the event any compensation from any source is received by the undersigned or any other party for performance of the aforementioned activities on the Premises, undersigned will report the same to the City/County where the property is located.

4. Release of Insurance Information: The undersigned hereby authorizes owner’s Insurance Company to release a copy of the owner’s policy, declaration page and information related to any amount paid to the owner for demolition and removal of demolition debris, to the City/County, or its agent, or to the United States Army Corps of Engineers, or any of their respective contractors who present this form. To the extent that insurance proceeds for demolition and removal of demolition debris are available to owner but have not been paid by the Insurance Company, the undersigned hereby assigns such proceeds to the City/County and authorizes Insurance Company to pay such amount directly to the City/County.

5. Government Indemnified and Held Harmless: The undersigned will indemnify and hold harmless the City/County, the State of Alabama, the United States Government and its FEMA employees, the United States Army Corps of Engineers, and any of their respective officers, employees, agents, contractors, subcontractors, and volunteers, against any and all claims, damages 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 has, or ever might or may have, by reason of any action of aforesaid parties taken to accomplish the aforementioned purpose.

6. Power and Authority to Sign Right of Entry: 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 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.

***I have read and agree with the terms of this Right of Entry for Demolition and understand that by signing this agreement I am relinquishing and waiving certain legal rights I otherwise would have. I enter into this agreement voluntarily and knowingly on this \_\_\_\_ day of \_\_\_\_\_, 2011.***

***Property Owner(s) or Property Owner’s Authorized Agent(s):***

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

***Witness:***

\_\_\_\_\_  
Print Name

***Privacy Act Statement:*** The above signed 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 gain access to perform demolition operations on the above-mentioned property and authorize the release of insurance policy and claim information.