

Return to (homeowners association):

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## **RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT**

### **Seminole County, Florida**

The undersigned hereby certifies that he/she is the title owner or authorized agent of the homeowners association described herein as:

Street Name/Names or Legal Description (List all names covered by this agreement or provide a map attached to this agreement with the roads marked that are covered by this agreement. If a portion of a road is covered, then list the starting and ending addresses of the road that is covered by this agreement):

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Seminole County, State of Florida, and does hereby request aid in removing natural or man-made disaster-generated debris from the private roadway/property and grants and gives freely without coercion, the right of access and entry to the roadway/property to the County of Seminole (the "County"), its successors and assigns, including its contractors and subcontractors, the Federal Emergency Management Agency (FEMA), the U.S. Army Corps of Engineers (USACE), USDA Forest Service and the Florida Division of Emergency Management (the "Invitees") for the purposes of removing disaster-generated debris.

The undersigned acknowledges that this Right of Entry/Hold Harmless Agreement does not obligate any or all of the invitees to perform disaster-generated debris removal. In the event, any or all of the invitees removes or causes to be removed disaster-generated debris from the roadway/property, the undersigned agrees and warrants to hold harmless the Invitees of any damage of any type whatsoever, either to the roadway/property or persons situated thereon, 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 the Releases related to the removal of disaster generated debris from the Property.

Further the undersigned acknowledges that federal law (42 U.S. C. 5155 et seq.) requires that property owners to reimburse the County for the cost of removing the disaster-generated debris to the extent such costs are covered in the property owner's insurance policy. The undersigned also understands that he/she must provide a copy of the proof/statement of loss from the insurance company to the County. The undersigned agrees that upon receipt of payment from his/her insurance company for disaster-generated debris removal, he/she shall promptly notify and send payment and proof/statement of loss to the County so that the County may reimburse FEMA. The undersigned further acknowledges that all disaster-debris funding, including that for disaster-generated debris removal from private property, is subject to audit by the County and/ or FEMA.

For the considerations and purposes set forth herein, I hereby set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Authorized Agent: Right of Entry/Hold Harmless Accepted**

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Current Address: \_\_\_\_\_

Current Telephone Number: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledges before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

(Type of identification)

[NOTARY SEAL]

\_\_\_\_\_

Signature-Notary Public, State of Florida