

St. Bernard parish has determined this property to be an immediate health and/or safety hazard for hazard removal purposes.

DATE _____ INSPECTOR _____
ROE No. _____

RIGHT-OF-ENTRY AGREEMENT FOR RESIDENTIAL/COMMERCIAL HAZARD REMOVAL ON PRIVATE PROPERTY

The undersigned hereby certifies and warrants that (they/he/she) (are/is) the title owner(s) of the property described herein, and the undersigned hereby authorizes St. Bernard parish Government and their contractors, subcontractors, agents, and volunteers, the authority and permission to enter in and onto the premises located within St. Bernard Parish more commonly identified as:

_____ for the purpose of removing health and/or safety hazards from the aforesaid residential/commercial property at no expense to said undersigned property owner(s).

Hazard Removal is defined as follows:

Removal of debris within the structure that are considered health and safety hazards to include, without limitation, overturned and displaced furniture and miscellaneous household items, sediment from the flooding, wall and ceiling coverings, insulation, cabinetry, and all other items within the structure that may be health and safety hazards due to their instability and/or contamination with all types of mold and bacteria.

It is the owner(s) desire that the hazard removal program be done as soon as possible and he/she/they waive(s) all notice requirements, appeal rights, and all other actions, legal or equitable, required under the St. Bernard parish Code of Ordinances, Louisiana Law, and Federal law for hazard removal.

By this authorization I/we state that all personal effects of value to the residents/owners have been removed from the property. Further, I/we understand that the Parish is not obligated to remove health and safety hazards from the aforesaid property, and that any items that are removed under this program are recognized to be unsafe and/or health hazards.

Further, owner(s) agree(s) to hold harmless the United States of America, Federal Emergency Management Agency (FEMA), their contractors, subcontractors and agents and St. Bernard Parish Government, their contractors, subcontractors, agents, and Habitat for Humanity, and their volunteers, Samaritan's Purse, and their volunteers from any damage or claim(s) of damage of any type whatsoever, property, personal injury, or otherwise, either to the above described property or persons thereon arising directly or indirectly out of this hazard removal program.

(I/We) (have _____, have not _____), (will _____, will not _____) receive(d) any compensation for hazard removal from any other source including the Small Business Administration, Natural Resources Conservation Service, private insurance, individuals and households program or any other public assistance program. If I receive payment for hazard removal from my insurance company or any other source, I agree to remit said payment to St. Bernard Parish Government for final recovery by FEMA. I am 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 for under 18 USC 1001 or imprisoned for not more than five years or both.

For the considerations and purposes set forth herein, I hereby set my hand this _____ day of _____, 2005.

Witness:

Name (Print) (Signature)

Owner (Print Name) (Signature)

_____ Name (Print) (Signature)

_____ Owner (Print Name) (Signature)

Current Telephone No. _____

Current Address _____