



**NY RISING COMMUNITY RECONSTRUCTION PROGRAM
RIGHT-OF-ENTRY PERMIT AND RELEASE**

Property Owner Name: _____

Property Address: _____

City, State ZIP: _____

Phone: _____

Email: _____

The undersigned Property Owner hereby unconditionally authorizes _____ ("Subrecipient"), the New York State Housing Trust Fund Corporation ("HTFC"), and each of their respective employees, agents, consultants, contractors, assigns and/or representatives (collectively, the "Project Managers"), the Department of Housing and Urban Development ("HUD"), and its employees, agents, assigns, consultants, contractors and/or representatives (together with the Project Managers, the "Assistance Providers") to have the right of access and to enter in and onto the property described above (the "Property") for the purpose of performing, planning, design and construction related services including but not limited to environmental damage assessments and/or inspections, making assessments, testing (including taking sample materials for any specialized testing) and any other NY Rising Community Reconstruction Program (the "Program") activities at, on, in or under the Property (collectively, the "Authorized Work"), all in connection with the Property Owner's participation in the Program.

It is fully understood that this Right of Entry Permit ("ROE") does not create any obligation on the part of any Assistance Provider to perform inspections or any other Authorized Work or to undertake any repairs to the Property.

Property Owner understands and agrees:

1) No Authorized Work will be performed and no Program payments will be made, unless and until this ROE is completed in full and signed by the Property Owner.

2) Granting the Assistance Providers full access to the Property for the purpose of performing Authorized Work is a requirement of the Program.

3) Time Period: This ROE shall expire five (5) years after this form is signed, unless sooner cancelled according to the terms herein.

4) Inspections: This ROE authorizes inspections of the Property. Property Owner understands and agrees that the Assistance Providers shall, in their sole discretion, determine the extent of the required Authorized Work, including, without limitation, environmental and historic preservation reviews. Property Owner understands and agrees to provide access for any and all such Authorized Work.

5) Photos: Property Owner understands and authorizes the Assistance Providers to take photos, digital likenesses, and audio/video recordings of the property and damages thereto and authorizes the use of such items solely for the purposes of promotion of the Program on the Program website, newsletters, news releases or other media outlets.

6) Sampling: Property Owner understands and authorizes the Assistance Providers to enter the site to perform any Authorized Work, including but not limited to collection of samples (including but not limited to drywall compound, floor tile, piping insulation, paint, ceiling tile, soil) of housing materials for purposes of testing for potentially hazardous materials (including lead paint, asbestos, mold, etc.) in accordance with the requirements of local, state, and federal law. Property Owner understands this sampling may result in minor damage to the Property.

7) Disclosures: By signing this ROE, Property Owner acknowledges and agrees that none, some, or all of the above-mentioned Authorized Work may be performed pursuant to this ROE and the Program. Property Owner further acknowledges and agrees that such Authorized Work may cause some damage to the Property and/or to personal property. Property Owner understands and acknowledges that, if the Property Owner elects to discontinue participation in Program activities, or if the Assistance Providers elect to discontinue the Property Owner's participation in Program activities, then the areas or items damaged may not be repaired under the Program. However, certain limited damage to the Property caused by the Authorized Work may, in the sole discretion of the Assistance Providers, be fully or partially repaired by the Assistance Providers if it is practicable and feasible to do so and if such repairs would, in the sole discretion of the Assistance Providers, be reasonable and appropriate given the overall condition of the Property at the time. While reasonable efforts will be made as set forth in this paragraph 7, nothing in this ROE shall be construed to impose any legal requirement on any Assistance Provider and does not and shall not create any liability or other obligation of the Assistance Provider.

8) Waiver, Indemnity and Hold Harmless: The undersigned Property Owner hereby releases, remises, and agrees to indemnify and hold harmless each and every Assistance Provider for any and all property damage, liability, loss, claim, damage, or destruction of any type whatsoever to the Property or to personal property and fixtures situated on or near the Property, or for any bodily injury or death to persons resulting from or related to the Authorized Work on the Property or any claims or causes of action related thereto which claims or causes of action are not the result of negligence on the part of any Assistance Provider as it relates to the Authorized Work. The Property Owner further releases, remises, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs,

causes of action, judgments, expenses, as well as any and all actions, either legal or equitable which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, by reason of, or related to the Authorized Work or any other action of any Assistance Provider, taken to accomplish the aforementioned purposes, provided, however, in the case of a liability, loss, cost, damage, claim, suit or judgment which results from negligence of a consultant, subconsultant, contractor and or subcontractor of Subrecipient (each a "Consultant"), the foregoing release and indemnification shall not apply to any such liability, loss, cost, damage, claim, suit or judgment apportioned to such Consultant. This provision shall indefinitely survive the termination, for any reason, of this ROE.

9) Authority: Property Owner expressly represents and warrants that Property Owner is the owner of the Property, and has full power and authority to execute and fully perform Property Owner's obligations under this ROE. The Assistance Providers require that this ROE be executed by all persons or entities having an ownership and/or controlling leasehold interests in the Property. To this end, that Property Owner (either individually or collectively) further represent(s) and warrant(s) that: (i) the parties signing as Property Owner(s) below represent the entire ownership interest in the Property, and (ii) no other party having an ownership interest in the Property exists for purposes of satisfying this requirement. If Property Owner is an entity, Property Owner also represents and warrants that Property 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 Property Owner are the duly authorized officers of Property Owner and are authorized to do so.

10) Tools and Equipment: All tools, equipment, and other property taken upon or placed upon the Property by any Assistance Provider, shall remain the property of such Assistance Provider, and may be removed by the Assistance Providers at any time within a reasonable period of this ROE, if necessary.

11) Information Sharing: Information is collected to make it possible for the Assistance Providers to enter Property Owner's Property, inspect for damage, and/or undertake emergency protective measures and perform any and all Authorized Work. Information submitted will be shared with other government agencies (Federal, State and applicable local municipality), their contractors, subcontractors and employees, as well as with vested agencies performing inspections and/or repairs, for official use only in accordance with the purposes stated in this ROE.

12) Cancellation: To cancel this Right of Entry Permit and Release of Information, I understand the cancellation must be signed by the Property Owner and provided in writing to the Project Managers. Phone-in and verbal cancellations will not be accepted.

13) Effect of Cancellation: By cancelling this form, the Property Owner acknowledges that inspections and repairs may not be performed by Subrecipient, the Project Managers or the Assistance Providers under the Program.

14) Counterpart Signatures: This Right of Entry Permit and Release of Information may be executed in any number of counterparts, each of which shall constitute an original and which counterparts together shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s)

this ____ day of _____ 20 ____.

This form is signed in order to gain access to:

Property address:

Property Owner or Property Owner Authorized Agent

Signature: _____

Date: _____

Print Name: _____

Current Telephone No.: _____

Current Address:

Additional Property Owner

Signature: _____

Date: _____

Print Name: _____

Current Telephone No.: _____

Current Address:

Additional Property Owner

Signature: _____

Date: _____

Print Name: _____

Current Telephone No.: _____

Current Address:
