

ROE No.

**PRIVATE CONTRACTOR/FORCE ACCOUNT
DEBRIS REMOVAL**

2025

Address:

Tax ID Block/Lot:

Federal/Tribal Landmark [Y/N]: ____

**RIGHT OF ENTRY ONTO PRIVATE PROPERTY FOR DEBRIS
REMOVALDISASTER ASSISTANCE (FEMA-DR-4879)**

Ownership Interest and Grant of Right of Entry for Debris Removal

The undersigned hereby 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) the State of Texas or designated declared County, and the United States of America, their respective agents, successors and assigns, contractors and subcontractors (collectively, the “Government/Contractor”) 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-_____).

Property Owner(s)/Agent (Lien holder(s) (the “Undersigned”) acknowledges that all insurance information at the time of execution of this Right of Entry has been provided for all personal or real property located on the Property and understands and agrees that failure or omission to provide such information or coverage does NOT impose any liability on the Government/Contractor for any claims related to insurance coverage.

Government/Contractor will perform the following work:

Remove eligible disaster generated debris from the Property.

Government Not Obligated; No Expense Except For Insurance Proceeds

The Property Owner(s)/agent(s) understands that this Right-of-Entry does not obligate the Government/Contractors to perform debris removal. Government/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 Government/Contractor. However, if the Property Owner receives insurance proceeds or compensation from other sources for debris removal, the Property Owner’s obligation is set out in the section below, entitled “Avoidance of Duplication of Benefits....”

The Undersigned authorizes the insurance company and the Government to communicate directly with each other regarding any and all insurance issues related to the debris removal and authorizes the insurance company to pay the assigned proceeds, as defined below, directly to the Government upon final settlement of insurance proceeds.

Government Indemnified and Held Harmless

The Property Owner(s)/agent(s) agree(s) to indemnify and hold harmless the Government/Contractor 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 Government/Contractor to remove debris.

The Undersigned acknowledges that the Government's/Contractor's decisions about when, where, and how to provide debris removal on Undersigned's property are discretionary functions. The Undersigned hereby acknowledges that the Government/Contractor is not liable for any claim based on the exercise or performance, or failure to exercise or perform, a discretionary function and promises not to make such a claim. The Undersigned further releases the Government/Contractor from all liability for any damage or loss whatsoever that may occur during or after the debris removal. The Undersigned, therefore, waives any claims or legal action against the Government/Contractor, in accordance with state and federal law, including 42 United States Code, section 5148 and acknowledges the immunity contained therein for any and all activities conducted pursuant to this Right of Entry. Nothing in this section impacts the Undersigned's right to pursue claims with insurance companies under their applicable insurance policy or policies.

The Undersigned agrees to immediately notify _____ (Government/Contractor) with regard to any property that is sold/foreclosed on from the time of execution of this Right of Entry and the commencement of removal of debris. The Undersigned must indemnify the Government/Contractor for any claim or legal action taken against them by the new Owner for failure to notify the Government/Contractor.

Avoidance of Duplication of Benefits: Reporting Debris Removal Money Received

Property Owner(s)/agent(s) has/have an obligation to file an insurance claim if coverage is available. Property Owner(s)/agent(s) understand(s) and acknowledge(s) 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(s)/agent(s) receive(s) any compensation from any source for debris removal on this Property, the Property Owner(s)/agent(s) shall report it to the _____ City/County Department identified herein and/or to the State of Texas).

Release of Insurance Information

If insured, the Property Owner(s)/agent(s) authorize(s) its insurer, _____ (Company), to release information relating to coverage and payments for debris removal activities (Claim # _____, Policy # _____) to the City/County identified herein and/or to the State of Texas.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

The Property Owner(s)/agent(s) understand(s) 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 USC 1001.

Signature(s) and Witnesses
Property Owner(s) or Authorized Agent(s)

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this _____ day of _____, 2025.

Witness 1 _____

Witness 2 _____

Privacy Act Statement:

The Property Owner(s)/ 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 operations on the above-mentioned property, to authorize the release of insurance policy/claim information.

Property Owner/Authorized Agent

Sign _____

Print _____

Current Address:

Telephone No.: _____

Property Owner/Authorized Agent

Sign _____

Print _____

Current Address:

Telephone No.: _____