RIGHT-OF-ENTRY PERMIT

[For Providing Debris Removal on Private Property]

_____ ("Owner"), hereby permits the County of El Dorado, its officers, employees, agents, contractors and subcontractors ("County"), to enter upon Owner's property commonly identified as _____, County of El Dorado, State of California ("Premises"), subject to all licenses, easements, encumbrances, and claims of title affecting the Premises upon the following terms and conditions:

1. Grant of Right-of-Entry. Owner hereby grants County a right-of-entry ("Permit") over the Premises for the purpose of inspecting the Premises, testing materials on the Premises, removing and clearing any or all fire-generated debris of whatever nature including but not limited to ash, vehicles, construction debris, trees, waste or other materials from the Premises, subject to the terms and conditions set forth in this Permit. It is fully understood that this Permit does not create any obligation on the County to perform inspection, testing or debris clearance. Owner understands that the County will undertake no cleanup action until this Right-of-Entry Permit is signed and returned.

2. Private Insurance Coverage. Most homeowner insurance policies have coverage to pay for the costs of removal of wildfire-generated debris. Owner understands that in the event federal financial assistance is received by the Owner for purposes of inspection, testing or debris removal hereunder, federal law (42 United States Code 5155, et seq.) requires Owner to reimburse County for the cost of removing wildfire-generated debris to the extent covered in Owner's insurance policy. Owner also understands that, when requested, Owner must provide a copy of the insurance policy, proof/statement of loss and settlement agreement from Owner's insurance company to County.

Owner (_____ does, _____ does not) have homeowners or other similar insurance. If Owner indicates that Owner does not have such insurance, Owner certifies under penalty or perjury that there was no insurance in effect at the time of the fire, which may provide coverage for the costs of inspection, testing or debris removal.

3. Duplication of Benefits. Owner (_____ has, _____ has not) and (_____ will, _____ will not) receive(d) any compensation for debris removal from any other source including Small Business Administration (SBA), individual and family grant program or any other public assistance program. Owner will advise County in writing within 10 days of receipt of any insurance settlements for debris removal. Owner further agrees to reimburse the County within 10 days of receipt of any insurance settlements for debris removal. Owner further agrees to reimburse the County within 30 days of receipt, from such insurance proceeds, for the cost of the debris removal conducted by the County. In the event the insurance proceeds are less than the cost of debris removal incurred by the County, Owner will not be responsible for the difference. If the insurance proceeds exceed the County's cost of debris removal, Owner will keep any excess proceeds. Owner understands that all disaster related funding, including that for debris removal from private property, is subject to audit.

4. Hold Harmless. County shall not be liable for, and Owner shall indemnify and hold harmless County, the United States Government, the Federal Emergency Management Agency (FEMA), The State of California, NRCS, Cal Fire and any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, and hereby release, discharge and waive any claims and action, in law or equity, arising therefrom. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Premises.

5. No County Assumption of Liability for Remediation. In consideration of the assistance County is providing to Owner under this Permit, at no cost to Owner, County assumes no liability or responsibility, and Owner shall not seek to recover from County, the United States Government, the Federal Emergency Management Agency (FEMA), the State of California, National Resource Conservation Service, CalFire, California Conservation Corps, California Department of Corrections and Rehabilitation or any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, the costs of any remediation of damages to the Premises incurred due to actions taken pursuant to this Permit.

6. County's Agents. Any person, firm, or corporation authorized to work upon the Premises by the County shall be deemed to be County's agent, including but not limited to California Environmental Protection Agency and its contractors, National Resource Conservation Service, Cal Fire, California Conservation Corps, and California Department of Corrections and Rehabilitation and shall be subject to all applicable terms hereof.

7. Authority. Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Permit pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Permit on behalf of Owner are the duly designated agents of Owner and are authorized to do so, and that fee title to the Premises vests solely in Owners.

8. Entire Agreement. This Permit constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

9. Modification . The provisions of this Permit may not be modified, except by a written instrument signed by both parties.

10. Partial Invalidity. If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

11. Successors & Assigns. This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

12. Notices. Any notice required hereunder shall be provided as follows:

For the County:

Name:	Bob Green
Department:	El Dorado County Department of Development Services
Address:	3368 Lake Tahoe Blvd., Room 302, South Lake Tahoe, CA 96150
Phone number:	(530) 573-3330

For the Owner:

Name:	_____
Address:	_____
	_____
Phone number:	_____

IN WITNESS WHEREOF, Owner and County have executed this Permit effective as of _____ (date).

COUNTY:	**OWNER**:
COUNTY OF EL DORADO A political subdivision of the State of California By: _____	Property Address: _____ _____ By: _____ (signature) Phone #1: _____ Phone #2: _____ Email address: _____

Please supply the following Insurance Information:

Insurance Company: _____ Policy # _____	Agent Name: _____ Agent Phone#:_____

Special Instructions (i.e. gates, locks, major cross streets, and directions contractors will need for site access):