



**CITY OF PANAMA CITY PRIVATE PROPERTY DEBRIS REMOVAL (PPDR) PROGRAM
RIGHT OF ENTRY FORM
HURRICANE MICHAEL (DR-4399-FL)**

(PLEASE PRINT):

OWNER NAME:			
PROPERTY ADDRESS:			
CITY:	PANAMA CITY	COUNTY:	BAY
MAILING ADDRESS:			
PHONE NUMBER:			
EMAIL ADDRESS:			

OWNERSHIP INTEREST, DEBRIS REMOVAL REQUEST, AND GRANT OF RIGHT OF ENTRY

THE UNDERSIGNED HEREBY CERTIFIES THAT (INITIAL ALL APPLICABLE FIELDS):

<input type="checkbox"/>	I am the owner authorized to grant access to the property listed at the address above.
<input type="checkbox"/>	OR I am the authorized agent of the Property Owner. Please provide a copy of the Authorized Agent Agreement.
<input type="checkbox"/>	OR I am a renter/lessee at the property listed at the address above and the legal property owner has authorized and submitted a complete PPDR application and signed right-of-entry form.
<input type="checkbox"/>	The debris on this property is a direct result of Hurricane Michael.

The Property Owner(s)/agent authorize(s) the City of Panama City, the State of Florida, and the United States of America, their respective agents, successors and assigns, contractors and subcontractors (collectively, the "Governments/Contractors") to have the right of access and to enter the property above specified for purposes of performing removal of disaster generated debris on private property in the designated area that constitutes an immediate threat to life, public health or safety, and to the economic recovery of the community at large that was deposited by Hurricane Michael on the above described property and if not timely removed shall become a "nuisance" as that term is defined in Panama City Code Article II Section 12-19.

GOVERNMENT NOT OBLIGATED; NO EXPENSE EXCEPT FOR INSURANCE PROCEEDS

The Property Owner/agent understands that this Right-of-Entry does not obligate the Governments/Contractors to perform debris removal. Governments/Contractors will access the property under this ROE if the work has been determined to be necessary in accordance with Federal, State, or local regulations. The Property Owner(s) will not be charged for the work conducted by Governments/Contractors. 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: Reporting Debris Removal Money Received."

AVOIDANCE OF DUPLICATION OF BENEFITS: REPORTING DEBRIS REMOVAL MONEY RECEIVED

Property Owner/agent has an obligation to file an insurance claim if coverage is available for debris removal, and if requested shall provide the Governments/Contractors with a copy of its insurance policy and any claims filed by the Property Owner/agent. Property Owner/agent understands and acknowledges 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, FEMA Individual Assistance (IA) or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law.

If the Property Owner/agent receives any compensation from any source for debris removal on this Property, the Property Owner/agent will report it to the Panama City PPDR Coordinator, Shane Daugherty at sdaugherty@pcgov.org.

TO BE COMPLETED BY PPDR PROGRAM/CITY:

RIGHT OF ENTRY NUMBER:				
TAX ID PARCEL NUMBER:				
MORTGAGE RECORD NUMBER:				
GPS LAT		GPS LONG		WARD #



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RELEASE OF INSURANCE INFORMATION

THE UNDERSIGNED HEREBY CERTIFIES THAT (INITIAL ALL APPLICABLE FIELDS):

	There is a mortgage or lien on this property that requires property insurance.
	OR There is no mortgage or lien on this property that requires property insurance.
	There is insurance coverage on the property , and my signature on this Right-of-Entry authorizes, in addition to the above, the following insurer(s) (or agent(s)) to release information relating to my coverage and Payments for any associated debris removal activities to City of Panama City and/or to the State of Florida and /or agencies of the Government of the United States of America, including FEMA. Please fill out the applicable insurance information.
	OR There was no insurance coverage on this property at the time of Hurricane Michael, 10/10/2018.

GOVERNMENT INDEMNIFIED AND HELD HARMLESS

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

ACKNOWLEDGEMENT OF PROHIBITION ON FRAUD, INTENTIONAL MISSTATEMENTS

The Property Owner(s)/agent understands 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

This right-of-entry shall expire 360 days after signature by the Property/Owner, unless cancelled sooner in writing to the City at the request of the Property/Owner, except that Property/Owner shall remain obligated to the Government for all provisions that expressly or by their nature extend beyond the expiration of termination of this right-of-entry, including but not limited to the provision entitled "Avoidance of Duplication of Benefits"

For the considerations and purposes set forth herein, my signature below confirms that I have read this form, will abide by its terms, and agree to all terms stated herein. I certify under the laws of the State of Florida and the United States that my answers are truthful, and hereby set my/our hand(s) and seal(s) this _____ day of _____, 2019.

PROPERTY OWNER OR AUTHORIZED AGENT or RENTER / LESSEE

PRINT NAME	
SIGNATURE	
DATE	

PRIVACY ACT STATEMENT: The Property Owner/ 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 the PPDR Program. This form is signed to signify private property owner's intent to participate in the City of Panama City's PPDR Program. This completed form may be a public record pursuant to the Florida Public Records law and subject to disclosure upon request.

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STATE OF FLORIDA
COUNTY OF BAY

The foregoing was sworn and subscribed before me this _____ of _____, 2019,

by _____, who is:
 (Notary to print the name of the person signing)

(Notary must complete one of the following)

is personally known to me

OR

produced _____ as identification
 (Name of State and Driver's License number,
 Type of Government Identification and number _____, etc.)

(Notary Seal)

 Notary Public Signature

 Notary Public Printed Name
 My Commission Expires: _____

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