

City of Sunrise, Florida Right-of-Entry Agreement

For Providing Removal of Hurricane Debris on Private Property (Curbside and/or Streets)

_____ ("Owner") (Insert corporate name of association as it appears on the Florida Department of State Division of Corporations) hereby permits the City of Sunrise, its officers, employees, agents, contractors and subcontractors ("City") to enter upon Owner's property commonly identified as

_____ (Name of Community)

_____ (Street Address)

Sunrise, County of Broward, State of Florida ("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: Subject to authorization by City for removal of hurricane debris, Owner hereby grants City a right-of-entry over the Premises for the purpose of removing and clearing any or all hurricane-generated debris of whatever nature from the Premises, subject to the terms and conditions set forth in this Agreement. Owner acknowledges that the purpose of this debris removal is for a "rough clean" of the indicated area and does not include, for example, the raking of leaves or an entire clean sweep. It is fully understood that this Agreement does not create any obligation on the City to perform debris clearance. Owner acknowledges that debris removal is subject to the approval of the City Manager.

2. **Should City authorize debris removal from private property for a designated hurricane**, Owner, or Owner's agent, shall return a copy of Exhibit "A" to the City's Utilities Director or Deputy Utilities Director. Owner understands that the City will undertake no cleanup action until this Right-of-Entry Agreement is signed and returned and the Owner or Owner's agent executes a copy of Exhibit "A" for the designated storm event.

3. Private Insurance Coverage: Most homeowner associations have insurance coverage to pay for the costs of removal of hurricane-generated debris. Owner understands that federal Law (42 United States Code 5155, et. seq.) requires Owner to reimburse City for the cost of removing hurricane-generated debris to the extent covered in Owner's insurance policy. Owner also understands that Owner must provide a copy of the insurance policy, proof/statement of loss and settlement agreement from Owner's insurance company to City. If Owner has received payment, or when Owner receives payment, for debris removal from Owner's insurance company, or any other source, Owner shall notify and send payment and proof/statement of loss to City within thirty (30) days. Owner understands that all disaster related funding, including that for debris removal from private property, is subject to audit.

Owner (does ___ does not ___) have homeowner's or other similar insurance. If Owner indicates that Owner does not have such insurance, Owner certifies under penalty of perjury that there was no insurance in effect at the time of the hurricane, which provided coverage for the debris removal.

4. 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), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program. Owner will advise City in writing within ten (10) days of receipt of any insurance settlements for debris removal that has been performed at government expense. Owner further agrees to reimburse the City within thirty (30) days from such insurance proceeds for the cost of the debris removal conducted by the City. In the event the insurance proceeds are less than the cost of debris removal incurred by the City, Owner will not be responsible for the difference. If the insurance proceeds exceed the City's cost of debris removal, Owner will keep any excess proceeds.

5. Hold Harmless: City shall not be liable for, and Owner shall indemnify and hold harmless City, the United States Government, the Federal Emergency Management Agency (FEMA), the State of Florida, 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 Agreement, and hereby release, discharge and waive any Claims and action, in law or equity, arising therefrom. Owner shall use its best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Premises.

6. No City Assumption of Liability for Remediation: In consideration of the assistance City is providing to Owner under this Agreement, at no cost to Owner, City assumes no liability or responsibility, and Owner shall not seek to recover from City, the United State Government, the Federal Emergency Management Agency (FEMA), the State of Florida, 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 Agreement.

7. City Contractors: Any person, firm or corporation authorized to work upon the Premises by the City shall be deemed to be City's contractor and shall be subject to all applicable terms hereof.

8. Authority: Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Agreement 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 Owner.

9. Entire Agreement: This Agreement 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.

10. Modification: The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.

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

12. Successors & Assigns: This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

13. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

14. For the purpose of Exhibit "A", Owner hereby authorizes

(Insert name of Property Management Company or other authorized agent as owner's agent to execute on behalf of owner, if someone other than an officer of the Association is being authorized to execute Exhibit "A" for a designated hurricane event.)

15. OWNER ACKNOWLEDGES AND AGREES THAT SHOULD THERE BE CHANGES TO OWNER'S INSURANCE AND/OR OWNER'S AGENT, OR ANY OTHER CONTACT INFORMATION, OWNER SHALL IMMEDIATELY NOTIFY CITY IN WRITING AT THE ADDRESS SET FORTH ON PAGE 5.

16. This Agreement shall be effective upon the execution of both parties and shall automatically renew from year to year for twelve (12) month periods unless terminated by either party. Either party may terminate this agreement by providing thirty (30) calendar days' notice.

17. The parties acknowledge that this Agreement is for the sole purpose of the removal of hurricane debris on private property subject to the approval of the City and the execution of a copy of Exhibit "A " by the Owner or Owner's agent, for a specifically designated hurricane event.

IN WITNESS WHEREOF, Owner and City have executed this Agreement effective as of _____.

CITY:

City of Sunrise

A political subdivision of the State of Florida

By: _____
Utility Director or Deputy Utilities Director

Date: _____

Approved as to form:

Kimberly A. Kisslan, City Attorney

Date: _____

OWNER:

Print Name of Association

By: _____
Signature

Date: _____

Print Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

Please supply the following insurance information:

Insurance Company: _____

Insurance Agent Name: _____

Policy Number: _____

Insurance Agent Phone Number: _____

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

Mailing address for Association: _____

Do you have a management company: No ___ Yes ___ (if yes, list below)

Name of Management Company: _____

Address: _____

Contact Person: _____ Phone Number: _____

Facsimile Number: _____ E-mail Address: _____

Please return signed Agreement to:

City of Sunrise Utilities Department
777 Sawgrass Corporate Parkway
Sunrise, Florida 33325
Facsimile: (954) 846-7404

For Office Use Only

Received by: _____ Date: _____

Exhibit "A"

Hurricane Debris Removal

Hurricane Season _____
(Insert Year)

Name of Hurricane: _____

Name of Community: _____

Address: _____

I hereby grant the City of Sunrise right of entry for the purpose of hurricane debris removal for the above referenced storm pursuant to the Right-of-Entry Agreement.

Owner (**does**____ **does not**____) have homeowner's or other similar insurance. If Owner indicates that Owner does not have such insurance, Owner certifies under penalty of perjury that there is no insurance in effect at the time of the hurricane, which provided coverage for the debris removal. If Owner has such insurance, Owner shall provide City's Utilities Director or Deputy Utilities' Director a copy of the applicable policy(ies) within five (5) days of executing this Exhibit "A."

In the case of a hurricane event and debris removal by the City, the Owner acknowledges and agrees to submit documentation to the City from your insurance company as to whether or not your policy includes coverage for debris removal. If your policy includes coverage for debris removal, Owner will provide to the City a copy of the claim. If the claim is approved and paid, the payment shall be forwarded to the City to off-set City's debris removal costs.

By: _____
Owner or Designated Agent

Print Name: _____

Title: _____

Print Name of Management Company: _____
(if applicable)

Date: _____

For the designated hurricane event, please return a signed copy of Exhibit "A", to:
City of Sunrise Utilities Department
777 Sawgrass Corporate Parkway
Sunrise, Florida 33325
Facsimile: (954) 846-7404

Note: You must update your property management information and insurance information on file with the City if a change has occurred.

For Office Use Only

Received by: _____ Date _____