



General Information	
Applicant Name	
Damaged Property Address	County
Phone	Email

The undersigned, (hereinafter “Applicant”) hereby unconditionally authorizes New Jersey Department of Community Affairs (“NJDCA”), the New Jersey Department of Environmental Protection (“NJDEP”), and its environmental and historic preservation review contractors, Construction Managers and their respective assigns, employees, agents, and contractors (collectively, the “Construction Managers”) to have the right of access and to enter in and onto the Property described above (hereinafter “the Property”) for the purpose of performing property and environmental and historic preservation review inspections, taking sample materials for specialized testing, and/or undertaking repairs of damage resulting from Hurricane Ida for the purposes of participating in the Program.

It is fully understood that this Right of Entry Permit (“ROE”) does not create any obligation on the part of the Construction Managers, NJDEP or its contractors to perform inspections or undertake repairs to the Property.

Applicant understands and agrees:

- 1) No inspections and repairs will be performed until this ROE is completed in full.
- 2) Granting full access for the purpose of inspections and construction activities to the NJDCA, and the Construction Managers, and their employees, agents, contractors and/or representatives to the Property and damaged home is a requirement of the Program. Attempts will be made to schedule mutually convenient appointments for inhabited homes.
- 3) Environmental and historic preservation reviews are a requirement of federal Housing and Urban Development grant funding. Compliance with that funding requirement requires that NJDEP and its contractors be granted full access for the purpose of environmental and historic preservation inspection activities. Inspection activities will primarily consist of external inspections of the property.
- 4) *Inspections:* The ROE authorizes inspections of the Property and damaged home. Applicant understands that the NJDCA, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required repairs. Applicant understands that the NJDEP, its employees, agents, contractors and/or representatives, in their sole discretion, determine the extent of the required inspections for environmental and historic preservation reviews. Applicant understands that more than one (1) inspection may be required, and agrees to provide access for any subsequent or all inspections.
- 5) *Photos:* Applicant understands and authorizes the NJDCA, NJDEP, and its contractors, and Construction Managers, their employees, agents, contractors and/or representatives to take photos, digital likenesses, and audio/video recordings of the Applicant, property, and damages, and



authorizes the use of such items for the purposes of promotion of the Program on the Program website, newsletters, news releases, or other media outlets.

- 6) *Sampling:* Applicant understands and authorizes the NJDEP and its contractors, and the Construction Managers and their inspectors to collect samples (ex; drywall compound, floor tile, piping insulation, paint, ceiling tile, soil, etc. this is not an all-inclusive list) 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 authorities. Applicant understands that this sampling may result in minor damages to the Property (damages may be repaired if the Applicant receives assistance from the Program, but will not be repaired if the Applicant does not receive assistance from the Program).
- 7) *Repairs:* The ROE authorizes repairs to the Property and damaged home. Applicant understands that the NJDCA and the Construction Managers, their employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required repairs. Applicant understands and agrees to provide full access to Property and home at all times during the inspection and construction phase to the NJDCA and Construction Managers, their employees, agents, contractors and/or representatives, during the contracted period, for all program work to be performed.
- 8) *Disclosures:* By signing this ROE, Applicant acknowledges that none, some, or all of the abovementioned work may be performed pursuant to this ROE and the Program. Applicant further acknowledges that work may be destructive to limited small amounts/areas of the current home for test sample purposes. Applicant understands and acknowledges that the areas damaged by the inspector taking the testing samples may not be repaired by Program if Applicant elects to discontinue with the Program or Applicant is not eligible for repairs by the Program.
- 9) *Waiver and Hold Harmless:* The Applicant will indemnify and hold harmless the NJDCA, NJDEP, and its representatives, and Construction Managers for any and all liability, loss, damage, or destruction 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 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, or may have, by reason of or incident to any action of aforesaid Construction Managers taken to accomplish the aforementioned purpose.
- 10) *Authority:* Applicant represents and warrants that Applicant has full power and authority to execute and fully perform Applicant's obligations under this ROE. If Applicant is an entity, Applicant also represents and warrants that Applicant 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 Applicant are the duly designated agents of Applicant and are authorized to do so. Applicant expressly represents and warrants that fee title to the Property is vested solely in Applicant.
- 11) *Tools and Equipment:* All tools, equipment, and other property taken upon or placed upon the



property by the Construction Managers shall remain the Property of the Construction Managers

and may be removed by the Construction Managers at any time within a reasonable period during this ROE, if necessary.

12) *Information Sharing:* Information is collected to make it possible for the NJDCA, NJDEP, and Construction Managers, their employees, agents, contractors and/or representatives to enter Applicant's property, inspect for damage, and/or undertake emergency protective measures. Information submitted will be shared with other government agencies (Federal, State and City), 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.

To cancel this Right of Entry Permit and Release of Information, I understand the cancellation must be signed by the Applicant and provided in writing to the Construction Managers. Phone-in and verbal cancellations will not be accepted.

By cancelling this form, the Applicant acknowledges that inspections and repairs may not be performed by the Program and their respective assigns, employees, agents, and contractors and may result in the Administrative Withdrawal of the application from the Program.

e/ _____
Applicant Signature

Date