

New Jersey Department of Community Affairs Lead Assistance Programs

Right-of-Entry Form

Applicant Name:	
Address:	
City:	County:
Phone:	
Email:	

The undersigned (Applicant or Landlord (If a Rental Property)) hereby authorizes the New Jersey Department of Community Affairs (NJDCA), their lead assistance program grantees and designees to access the property described above to conduct mandatory testing and inspections for the purposes of participating in the NJ Lead Assistance Program.

It is fully understood that by signing this Right of Entry (ROE) Form, the New Jersey Department of Community Affairs, their lead assistance program grantees and designees are not obligated to perform additional inspections or undertake repairs to the Property.

Applicant understands and agrees:

- 1) *Completion of ROE:* No inspections and repairs will be performed until this ROE is completed in full.
- 2) *Full Access:* The property owner or authorized representative is solely responsible for ensuring that full access is provided to the lead evaluation services company for scheduled on-site testing of the subject property. Full access shall mean providing access to all habitable and non-habitable areas within the subject property, garages, storage areas, outbuildings, lands, and grounds. For the purposes of this section, partial access shall mean any limitations on access to the subject property which precludes the lead evaluation services company from completing a Lead Assistance Program assigned inspection or testing procedure. Partial access shall be treated as no access.
- 3) *Lighting/Visibility:* The property owner is solely responsible for ensuring adequate lighting is available at the subject property during scheduled testing. For the purposes of this section, adequate lighting shall mean sufficient light to allow inspection or testing of building components and surfaces without additional equipment. In the event the property owner is unable to provide sufficient lighting, the owner may request that the lead evaluation services company provide lighting equipment at an additional cost to the owner. If the owner elects this option; the owner must notify the lead evaluation services company no later than the date that the inspection or testing is scheduled.
- 4) *Time Period:* The ROE shall expire 12 months after this form is signed.
- 5) *Inspections:* The ROE authorizes inspections of the Property and Home. Applicant understands that the NJDCA, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine

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the extent of the required inspections for environmental and historic preservation reviews, and necessary repairs. Applicant understands that more than one (1) inspection may be required and agrees to provide access for any subsequent or all inspections.

- 6) *Lead Inspection/Risk Assessments*: The Applicant authorizes the lead evaluation service company or contractor(s) to conduct lead-based paint inspection and testing, and project management services in accordance with the lead evaluation service company or contractor's contract with the New Jersey Department of Community Affairs.
- 7) *Pets*: The property owner will be responsible for ensuring that no unleashed or otherwise unrestrained dogs or other potentially vicious pets are present at the subject property which prevents full access to the property to conduct scheduled testing or observation of the building conditions.
- 8) *Photos*: Applicant understands and authorizes the NJDCA, their lead assistance program grantees and designees 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 Lead Assistance Program on the Program website, newsletters, news releases, or other media outlets.
- 9) *Sampling*: Applicant understands and authorizes NJDCA, their lead assistance program grantees, 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 Lead Assistance Program but will not be repaired if the Applicant does not receive assistance from the Lead Assistance Program).
- 10) *Repairs*: The ROE authorizes repairs to the Property and Home. Applicant understands that the NJDCA, their lead assistance program grantees and designees 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, their lead assistance program grantees and designees, during the contracted period, for all Lead Assistance Program work to be performed.
- 11) *Disclosures*: By signing this ROE, Applicant acknowledges that some or all of the above-mentioned work may be performed pursuant to this ROE and the Lead Assistance Program.
- 12) *Authority*: Applicant or Landlord (If Rental Property) 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 Premises is vested solely in Applicant.
- 13) *Tools and Equipment*: All tools and equipment used on the property by the NJDCA's lead assistance program grantees and designees shall not be used and/or removed by the applicant or landlord.

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- 14) *Information Sharing:* Information is collected to make it possible for the NJDCA, their lead assistance program grantees and designees to enter Applicant's property, inspect for damage, and/or undertake emergency protective measures.

To cancel this Right of Entry Form, I understand the cancellation must be signed by the Applicant and provided in writing to the Lead Assistance Program designated Agency. 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 Lead Assistance Program.

Signature(s)

Applicant Signature:
Owner Signature (If Unit is Rented):
Date: