



The City of San Diego
MAYOR JERRY SANDERS

RIGHT-OF-ENTRY PERMIT

(For providing Debris Removal and Clean-up on Private Property)

_____ (“Owner”), hereby permits the City of San Diego, its officers, employees, agents, contractors and subcontractors (“City”), to enter upon Owner’s property commonly identified as _____, City of San Diego, State of California (“Premises”) upon the following terms and conditions:

1. Grant of Right-of-Entry. Owner hereby grants City a right-of-entry (“Permit”) onto, over, in, and under 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, foundations, vehicles, appliances, 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 part of City to perform inspection, testing or debris removal and clearance. Owner understands that the City will undertake no inspection, testing, or debris removal and clearance action until this Right-of-Entry Permit is completed in full, signed by Owner, and returned to the City.

2. Private Insurance Coverage. Most homeowner insurance policies include coverage to pay for the costs of removal of wildfire-generated debris. Owner agrees to cooperate with the City throughout the insurance claims process as set forth below:

(a) Insurance Policy Information. Check one: The Premises (____ were, ___ were not) insured at the time of the fire.

If the Premises were insured, all of the information listed below must be provided. If the Premises were insured by more than one policy, the information listed below must be provided for each policy. Attach additional sheets if necessary:

Policy holder(s): _____

Insurance company name: _____

Insurance policy number: _____

Insurance company address for claims: _____

Agent's name and address: _____

Agent's phone number: _____

Has the insurer been notified of this loss? _____ (yes or no)

If so, when was notice provided? _____

How and where was notice provided? _____

- (b) Owner agrees to provide to City a complete copy of this policy as soon as possible.
- (c) Owner agrees to provide to City a copy of any claim or loss statement tendered to insurer when that statement is provided to the insurer.
- (d) Owner agrees to provide to City a copy of any settlement statement or agreement within five days after that statement or agreement is received from insurer.
- (e) Owner agrees not to enter into any confidentiality agreement with insurer that would impede the ability of Owner to provide the information set about above.
- (f) Owner agrees that City may request copies of any insurance policy, claim or loss statement, or settlement statement or agreement directly from insurer or from Owner's attorney. Owner hereby instructs his or her insurer and attorney to provide such documents directly to City at City's request.

If Owner indicated in 2(a) above that the Premises were not insured, Owner certifies under penalty of 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 and clearance.

3. Prohibition on Duplication of Benefits. Owner understands that, pursuant to federal law, if Owner receives federal financial assistance to cover the costs of inspection, testing or debris removal and clearance, Owner will be required to reimburse such federal financial assistance to the extent those costs are covered by Owner's insurance policy or some other source. (42 USC §5155, et seq.)

Owner (_____ has, _____ has not) and (_____ will, _____ will not) receive(d) any compensation for inspection, testing, and/or debris removal and clearance from any other public source including Small Business Administration (SBA), individual and family grant program, or any other public assistance program.

4. Insurance Proceeds.

(a) City's Limited Right to Reimbursement from Insurance Proceeds. Owner will advise City in writing within 10 days of Owner's receipt of any insurance settlement proceeds for fire-related inspection, testing, or debris removal and clearance. Owner further agrees to reimburse the City, within 30 days of Owner's receipt of such insurance proceeds, for the cost of the inspection, testing, and debris removal and clearance conducted by the City. In the event the insurance proceeds fairly allocated or awarded for the cost of fire-related inspection, testing, or debris removal and clearance are less than the costs of inspection, testing, and debris removal and clearance incurred by the City, Owner will not be responsible for the difference. If the insurance proceeds for the cost of fire-related inspection, testing, or debris removal and clearance exceed the City's cost of inspection, testing, and debris removal and clearance, City will have no right to any such excess proceeds.

(b) Audit. Owner understands that all disaster-related funding, including that for inspection, testing, or debris removal and clearance on private property is subject to audit.

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 California 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 actions, in law or equity, arising therefrom.

6. Notice of Hazards. Owner is aware that the following **circled** items were present on the Premises immediately prior to the October 2007 wildfires:

- Propane tanks
- Acetylene cylinders
- Compressed gas cylinders
- Guns
- Ammunition
- Hazardous substances
- Septic tanks
- Underground storage tanks
- Other known hazards (describe): _____

The above-circled items were located in the following areas of the Premises (describe locations): _____

7. Special Requests. If Owner desires that any item(s) not be removed from the Premises pursuant to this Permit, Owner shall clearly mark those items in advance of the commencement of debris removal and clearance activities on the Premises. However, should the City determine that some or all of such items should be removed from the Premises and disposed of for health and safety reasons, Owner agrees that the City is authorized to remove and dispose of those items without compensation or other obligation to Owner.

8. No City Assumption of Liability for Remediation. In consideration of the assistance City is providing to Owner under the Permit, at no cost to Owner, City assumes no liability or responsibility, and Owner shall not seek to recover from City, the United States Government, FEMA, the State of California or any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers, the costs of remediating any damages to the Premises incurred as a result of acts or omissions taken pursuant to this Permit.

9. City's Agents. Any person, firm, corporation or other entity authorized by the City to work upon the Premises pursuant to this Permit shall be deemed to be City's agent, including but not limited to the California Environmental Protection Agency and its contractors, and shall be subject to all applicable terms of this Permit.

10. Authority. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this Permit. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority 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. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner.

11. 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.

12. Modification. The provisions of this Permit may not be modified, except by a written instrument signed by all parties to this Permit.

13. 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.

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

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

For the City:

Name: Sylvia M. Castillo P.E.
Department: Environmental Services Department
Address: 9601 Ridgehaven Court #310
San Diego CA 92123
Phone number: (858) 518-7837

For the Owner:

Name: _____
Address #1: _____

Address #2: _____
Phone number: _____
Cell phone number: _____
Work phone number: _____
Email address: _____

IN WITNESS WHEREOF, Owner and City have executed this Permit as of the date and year set forth below.

CITY: CITY OF SAN DIEGO, A Municipal Corporation	OWNER: Property Address: _____ _____
By: _____	By: _____ (Owner's signature)
Name: _____	Print Name: _____
Title: _____	Title if applicable: _____
Date: _____	Date: _____

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