

**RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT/DUPLICATION OF BENEFITS**

In light of the widespread fires within Boulder County, including the City of Louisville and Town of Superior, beginning on December 30, 2021, events which prompted formal declarations of disaster emergency by state and federal government officials, the undersigned hereby grants permission to representatives of the United States government and its agencies, the City of Louisville, Colorado, Town of Superior, Colorado, and Boulder County, Colorado, State of Colorado, their agents, contractors and subcontractors ("Government" or "Permittees") to enter upon or pass through my property described below (Property) at any reasonable time for the purpose of damage assessment, debris removal, demolition, public road, trail, and bridge stabilization and repair, mitigation of imminent threats to further damage to property, and other disaster response activities necessary to protect the public health and safety of Boulder County residents and facilitate rehabilitation of infrastructure and improvements located on or accessed by, this property ("Recovery Work"). This Right of Entry/Hold Harmless Agreement/Duplication of Benefits ("Agreement") will remain in place for twenty-four (24) months from the date of this instrument.

**RIGHT OF ENTRY:** I certify that I am the owner or the owner's authorized agent of the below-described property ("Property"), and that I have the legal authority to enter into this Agreement. I grant freely and without coercion the right of access and entry to the Property to the Permittees to inspect the Property to assess damage, conduct debris removal and demolition, and otherwise perform Recovery Work.

**PROPERTY ADDRESS/DESCRIPTION** \_\_\_\_\_

**[ ] I am opting out of the County's coordinated debris removal program for the recent Boulder County wildfire event beginning December 30, 2021, but give my permission for imminent hazard removal and the application of hydro-mulching. Name(s): \_\_\_\_\_  
Signature(s): \_\_\_\_\_**

**[ ] I am opting out of the County's coordinated debris removal program as well as the imminent hazard removal and application of hydro-mulching. Name(s): \_\_\_\_\_  
Signature(s): \_\_\_\_\_**

**[ ] I am opting out of the County's coordinated debris removal program as well as the imminent hazard removal, but give my permission for the application of hydro-mulching. Name(s): \_\_\_\_\_  
Signature(s): \_\_\_\_\_**

**INDEMNIFY AND HOLD HARMLESS:** I understand this Agreement is not an obligation upon the Government to perform Recovery Work or debris removal and demolition on the Property. I agree to indemnify and hold harmless the Permittees from any and all liability, claims, and damage that may result against any of the Permittees related to their actions or omissions on the Property, including but not limited to any damage of any type whatsoever to the Property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action or inaction of the Permittees while performing Recovery Work. This includes incidental damage that may occur to driveways, sidewalks, roadways, asphalt, or concrete due to heavy machinery and trucks. I acknowledge the risk of such incidental damage as well as responsibility for the cost of any repairs to private property or jointly-owned private roadways that Government contractors may cause in debris removal or demolition operations. Upon request by a Permittee, I will mark sewer lines, septic tanks, water lines and utilities located on the Property. Nothing in this Agreement shall be construed in any way to be a waiver of any Permittee's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or other applicable federal, state, or local laws.

**DUPLICATION OF BENEFITS:\*** Most homeowners insurance policies have coverage to pay for removal of disaster-generated debris. I understand that Federal law (42 U.S.C. 5155; 44 C.F.R. § 204.62) requires me to reimburse Boulder County for the cost of removing the disaster-generated debris to the extent that payment for the removal has been or is made by my homeowner's insurance policy or any other source, including the U.S. Small Business Administration, insurance (flood, homeowner's, commercial, private, or otherwise), an individual and family grant program or any other public assistance program. I also understand that I must provide a copy of the proof/statement of loss from my insurance company, if any, to Boulder County. If I have received payment, or when I receive payment, for debris removal from my insurance company or any other source, I agree to notify and send payment and proof/statement of loss to Boulder County. I understand that all disaster-related funding, including for debris removal from private property, is subject to audit. \*This section only applies if Recovery Work will be performed on the below described property.

**INSURANCE INFORMATION:**

[ ] I certify there was no available insurance coverage on the property during the recent Boulder County wildfire event beginning December 30, 2021.

[ ] I certify there is insurance coverage on the property and my signature on this Right of Entry authorizes the following insurer(s) (or agent(s)) to release information relating to my coverage and payments for debris removal and demolition activities to the Government.

**Insurance:**

**Homeowner's Insurance:**

**Other Insurance:**

**Car Insurance:**

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy #: \_\_\_\_\_

Claim #: \_\_\_\_\_

Claim #: \_\_\_\_\_

Claim #: \_\_\_\_\_

**ACKNOWLEDGEMENT OF PROHIBITION AGAINST FRAUD OR INTENTIONAL MISSTATEMENTS:** By signing below, I fully acknowledge 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 U.S.C. § 1001.

**OWNER/AGENT SIGNATURE:** By signing below, I certify that I have read, understand, and agree to be bound by the terms of this Agreement.

**Printed Name:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Telephone No.:** \_\_\_\_\_

**CURRENT Mailing Address:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Send completed forms** and any questions to the County Debris Team by email at [roe@bouldercounty.org](mailto:roe@bouldercounty.org) (phone: 303-214-3203); Fax to 720-564-2227; or U.S. Mail addressed to:

Boulder County Resource Conservation  
Division, Debris Team, 1901 63<sup>rd</sup> St, Boulder CO  
80301

[ ] I would like to request the following personal items to be looked for and set aside if found (please be descriptive as possible, and include an extra page with a diagram if needed).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insert diagram of items to be retrieved here:

