



STATE OF NORTH CAROLINA

TROPICAL STORM FRED DISASTER RECOVERY PROGRAM (Session Law 2021-180)

RIGHT-OF-ENTRY

The undersigned hereby certifies and warrants that he/she/they is/are the title owner(s) of record or the authorized agent of said owners of the property described herein. The undersigned hereby authorizes the State of North Carolina, through its Office of State Budget and Management-Disaster Recovery Section and the Department of Public Safety's Division of Emergency Management, and the county where property damaged by Tropical Storm Fred is located (hereinafter the "County"), their successors, assigns, contractors, and sub-contractors the authority and permission to enter upon the land and enter into the premises located at the physical address of:

[STREET ADDRESS]

for the purposes of and/or to provide services related to the disaster recovery program identified above including but not limited to: damage assessments; appraisals; surveys; inspections; testing for hazards materials; repairs; construction; and such other work that may be necessary to provide owner(s) with assistance under the Disaster Recovery Program. This program is a voluntary program and signing this Right-of-Entry does not prohibit the owner from withdrawing from participation at any time during the process. The completion of this document does not guarantee that the Disaster Recovery Program will provide the owner(s) with any type of assistance, but completion and submission of this form to the State/County is necessary to determine your eligibility for Disaster Recovery Assistance, priority for receiving assistance, and to determine the amount of assistance needed to repair or reconstruct your home. If your application for Tropical Storm Fred recovery assistance is approved, you agree that this right of entry shall be extended to cover the duration of any repair or reconstruction project.

In consideration of the intent of this program and subject to the State Tort Claims Act, the undersigned further agrees to hold harmless the State of North Carolina, County and their employees, contractors and subcontractors for exercising the right to enter your home under this agreement for: any errors and/or omissions in assessing damage; assessing the conditions of the home; failure to discover any hazardous condition that resulted from the earthquake; failure to include and/or assess damage not resulting from Tropical Storm Fred (e.g., deferred maintenance); failure to repair damage not caused by Tropical Storm Fred (e.g., deferred maintenance). Subject to the undersigned's rights under the State Tort Claims Act, the undersigned hereby releases, discharges and waives any other claims or all actions, either legal or equitable, which the undersigned has or ever might or may have by reason of any action of the State of North Carolina, County, and their employees, successors and assigns, in inspecting, assessing, testing, repairing and/or reconstructing of the home.

All terms and conditions with respect to this right-of-entry are expressly contained herein and the undersigned agrees that no employee, representative or agent of the State or County has made any representation or promise with respect to this right of entry that is not expressly contained herein.

For consideration and purposes set forth herein, by affixing my signature I do certify that I am an owner of record or the authorized agent of said owner and have the authority to grant permission for entering this property in order to provide any required work, service or construction under the Tropical Storm Fred Disaster Recovery Program. This right of entry agreement expires upon completion of any project for my home, end of the Tropical Storm Fred Disaster Recovery Program, or within two (2) years from date of execution, whichever occurs first.

Property Owner or Owner's Authorized Agent

Date

Witness:

Signature

Printed Name

Property Owner or Owner's Authorized Agent

Date

Witness:

Signature

Printed Name