

**NY RISING HOUSING RECOVERY PROGRAM
RIGHT-OF-ENTRY PERMIT AND RELEASE**

Applicant Name: _____

Damaged Property Address: _____

City, State ZIP: _____

Phone: _____

Email: _____

The undersigned (individually or collectively referred to herein, as the case may be, as the "Applicant") has applied for funding under the NY Rising Housing Recovery Program (the "Program"). In consideration thereof, the undersigned Applicant hereby unconditionally authorizes the Dormitory Authority of the State of New York ("DASNY"), the New York State Housing Trust Fund Corporation ("HTFC"), and each of their respective employees, agents, consultants, contractors, assigns and/or representatives, including specifically but not limited to LiRo Program and Construction Management, P.C., ("LiRo") and ProSource Technologies, LLC, (collectively, the "DASNY Project Managers"), the Federal Emergency Management Agency ("FEMA"), the Department of Housing and Urban Development ("HUD"), and each of their respective employees, agents, assigns, consultants, contractors and/or representatives (collectively, the "Federal Agencies", and together with HTFC, DASNY and the DASNY Construction Managers, the "Assistance Providers") to have the right of access and to enter in and onto the property described above (the "Property") for the purpose of performing property, environmental and historic preservation review inspections, making assessments, testing (including taking sample materials for any specialized testing) and any inspection-related Program activities at, on, in or under the Property (collectively, the "Authorized Work"), all in connection with the Applicant's participation in the Program.

It is fully understood that this Right of Entry Permit ("ROE") does not create any obligation on the part

of any Assistance Provider to perform inspections or any other Authorized Work or to undertake any repairs to the Property.

Applicant understands and agrees:

- 1) No inspections or any other Authorized Work will be performed and no Program payments will be made for any repairs, unless and until this ROE is completed in full and signed by the Applicant.
- 2) Granting the Assistance Providers full access to the Property for the purpose of performing inspections and all other Authorized Work is a requirement of the Program. Attempts will be made to schedule mutually convenient appointments for inhabited homes.
- 3) Time Period: This ROE shall expire five (5) years after this form is signed, unless sooner cancelled according to the terms herein.
- 4) Inspections: This ROE authorizes inspections of the Property. Applicant understands and agrees that the Assistance Providers shall, in their sole discretion, determine the extent of the required inspections, including, without limitation, environmental and historic preservation reviews. Applicant understands that more than one (1) such inspection may be required, and agrees to provide access for any and all such inspections.
- 5) Photos: Applicant understands and authorizes the Assistance Providers to take photos, digital likenesses, and audio/video recordings of the property and damages thereto and authorizes the use of such items solely 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 Assistance Providers to collect samples (including but not limited to drywall compound, floor tile, piping insulation, paint, ceiling tile, soil) 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 law. Applicant understands that this sampling may result in minor damage to the Property.

7) Disclosures: By signing this ROE, Applicant acknowledges that none, some, or all of the above-mentioned Authorized Work may be performed pursuant to this ROE and the Program. Applicant further acknowledges that such Work may cause some damage to limited areas of the Property. Applicant understands and acknowledges that, if the Applicant elects to discontinue the Program or if Applicant is determined to be ineligible for repairs under the Program, then the areas damaged by the inspector taking the testing samples may not be repaired under the Program.

8) Waiver, Indemnity and Hold Harmless: The undersigned Applicant hereby releases and agrees to indemnify and hold harmless each and every Assistance Provider for any and all liability, loss, damage, or destruction of any type whatsoever to the Property or to personal property and fixtures situated thereon, or for any bodily injury or death to persons resulting from or related to the Authorized Work on the Property. The Applicant further 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, by reason of, or related to the Authorized Work or any other action of any Assistance Provider, taken to accomplish the aforementioned purposes.

9) Authority: Applicant expressly represents and warrants that Applicant is the owner of the Property, and has full power and authority to execute and fully perform Applicant's obligations under this ROE. The Assistance Providers require that this ROE be executed by all persons or entities having an ownership interest in the Property. To

this end, that Applicant (either individually or collectively) further represent(s) and warrant(s) that: (i) the parties signing as Applicant(s) below represent the entire ownership interest in the Property, and (ii) no other party having an ownership interest in the Property exists for purposes of satisfying this requirement. 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. A copy of the Applicant's current deed is provided by the Applicant(s), and attached hereto and made a part hereof.

10) Tools and Equipment: All tools, equipment, and other property taken upon or placed upon the Property by any Assistance Provider, shall remain the property of such Assistance Provider, and may be removed by the Assistance Providers at any time within a reasonable period of this ROE, if necessary.

11) Information Sharing: Information is collected to make it possible for the Assistance Providers 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 applicable local municipality), 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.

12) Cancellation: 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 DASNY Master Construction Manager. Phone-in and verbal cancellations will not be accepted.

13) Effect of Cancellation: By cancelling this form, the Applicant acknowledges that inspections and repairs may not be performed by DASNY, the DASNY Construction Managers or the Assistance Providers under the Program.

[REDACTED]

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) this
[REDACTED] day of [REDACTED] 20 [REDACTED]

This form is signed in order to gain access to:

Property address: [REDACTED]

Property Owner or Property Owner Authorized Agent

Signature: [REDACTED] Date: [REDACTED]

Print Name: [REDACTED] Current Telephone No.: [REDACTED]

Current Address: [REDACTED]

Additional Property Owner

Signature: _____ Date: _____

Print Name: [REDACTED] Current Telephone No.: [REDACTED]

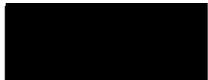
Current Address: [REDACTED]

Additional Property Owner

Signature: _____ Date: _____

Print Name: _____ Current Telephone No.: _____

Current Address: _____



MLA

ACKNOWLEDGEMENTS

ACKNOWLEDGEMENT BY INDIVIDUAL
STATE OF NEW YORK:

COUNTY OF _____ :SS.:
:

On this ____ day of _____ 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

ACKNOWLEDGEMENT BY INDIVIDUAL
STATE OF NEW YORK:

COUNTY OF _____ :SS.:
:

On this ____ day of _____ 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

ACKNOWLEDGEMENT BY CORPORATION
STATE OF NEW YORK:

COUNTY OF _____ :SS.:
:

On this ____ day of _____ 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he is the _____ of _____, the corporation described in and which executed the within instrument; and that (s)he has the authority to sign the same and acknowledged that (s)he executed the same as the act and deed of said corporation.

Notary Public

[ATTACH ADDITIONAL ACKNOWLEDGEMENT PAGES AS NECESSARY]