



**NY RISING HOUSING RECOVERY PROGRAM
RIGHT-OF-ENTRY PERMIT AND RELEASE FOR RENTAL PROPERTIES (TENANT)**

Tenant Name: _____

Damaged Property Address: (include Unit number)

City, State ZIP: _____

Phone: _____

Email: _____

The undersigned (individually or collectively referred to herein, as the case may be) is a tenant in a rental property whose owner has applied for funding under the NY Rising Housing Recovery Program (the "Program"). In consideration thereof, the undersigned Tenant 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 IEM (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 Property Owner's participation in the Program.

It is fully understood that this Right of Entry Permit and Release ("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.

Tenant understands and agrees:

1) No inspections or any other Authorized Work will be performed and no Program payments will be made to the Property Owner for any repairs, unless and until this ROE is completed in full and signed by the Tenant.

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2) Granting the Assistance Providers full access to the unit being rented by the Tenant 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 properties.

3) Time Period: This ROE shall expire five (5) years after this form is signed, unless sooner canceled according to the terms herein.

4) Inspections: This ROE authorizes inspections of the unit being rented by the Tenant. Tenant 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. Tenant understands that more than one (1) such inspection may be required, and agrees to provide access for any and all such inspections.

5) Photos: Tenant 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: Tenant 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. Tenant understands that this sampling may result in minor damage to the unit being rented by the Tenant.

7) Disclosures: By signing this ROE, Tenant acknowledges that none, some, or all of the above-mentioned Authorized Work may be performed pursuant to this ROE and the Program. Tenant further acknowledges that such Work may cause some damage to limited areas of the unit being rented by the Tenant. Tenant understands and acknowledges that, if the Tenant 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 Tenant 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 unit being rented by the Tenant 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 aforementioned unit. The Tenant 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

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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: The undersigned expressly represents and warrants that they are the tenant in the unit being rented by the tenant, and has full power and authority to execute and fully perform Tenant's obligations under this ROE. The Assistance Providers require that this ROE be executed by all persons or entities having a leasehold interest in the Property. To this end, that Tenant further represents and warrants that: (i) the party signing as the Tenant below represents the entire leasehold interest in their unit, and (ii) no other party having a leasehold interest in the unit exists for purposes of satisfying this requirement. If the Tenant is an entity, the Tenant also represents and warrants that the Tenant 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 the Tenant are the duly designated agents of the Tenant and are authorized to do so.

10) Tools and Equipment: All tools, equipment, and other property taken by any Assistance Provider upon or placed upon the unit leased by the Tenant, 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 unit leased by the Tenant, 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, I understand the cancellation must be signed by the Tenant and provided in writing to the DASNY Master Construction Manager. Phone-in and verbal cancellations will not be accepted.

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

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s)

this ____ day of _____ 20 ____.

This form is signed in order to gain access to:

Property address:

Including only the following unit(s):

Tenant or Tenant Authorized Agent

Signature: _____ Date: _____

Print Name: _____ Current Telephone No.: _____

Current Address:

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