

HURRICANE IDA SHELTERING PROGRAM - RIGHT OF ENTRY (ROE)

SURVIVOR CHECK-IN FORM FOR SHELTER

LANDOWNER'S AUTHORIZATION
RIGHT OF ENTRY AGREEMENT
INGRESS-EGRESS AGREEMENT
SHELTER/UNIT AGREEMENT

LOCATION TYPE: **Private site** **Commercial site**

COMMERCIAL SITE/LANDOWNER'S INFORMATION	APPLICANT INFORMATION
NAME	NAME
ADDRESS	SITE ADDRESS
CITY & STATE	CITY & STATE
PHONE NUMBER	PHONE NUMBER
SITE CONTROL NUMBER	REGISTRATION ID

NOTE: PROVIDE DIRECTIONS AND ATTACH MAP IF NECESSARY MEASURE TOO THE LARGEST SIZE

In consideration of the President's Disaster Proclamation of August 29, 2021 and the furnishing of a temporary shelter unit by the Governor's Office of Homeland Security and Emergency Preparedness to the above applicant, a disaster survivor, and other good and valuable considerations not herein expressly stated, and intending to be bound hereby, the Landowner (which term shall, for the purposes of this agreement, include the owner of record and any parties in possession) and the Applicant hereby agree as follows:

- a. The Landowner hereby certifies that he/she is the owner of the above-described property and authorizes placement of a temporary sheltering unit on his/her land for use of the subject applicant for the temporary housing period established by the Governor's Office of Homeland Security and Emergency Preparedness (Government).
- b. The Landowner agrees that no indebtedness of his/hers will become a lien on the said sheltering unit, and that he/she will not attempt to restrain the owner of the unit from removing it from the subject property.
- c. The Landowner agrees to allow and maintain a route of ingress and egress for placing and removing the temporary sheltering unit along and across the subject property to the nearest reasonable access to a public street. This agreement includes the prohibition of structures and barriers upon the property which would hinder or preclude the normal and usual connecting, parking, placing, hitching, or removing of the temporary sheltering unit.
- d. The Landowner further agrees to maintain a reasonable route of ingress and egress along and across the property to and from the temporary sheltering unit for the applicant.
- e. The Landowner has agreed that the following alterations to the property may be made to assure adequate ingress and egress or to allow for utility connections to existing utility service on the property. No claims will be filed by Landowner for these actions. (List removal of trees, shrubs, fences, grading holes in driveway or foundation, etc.). Attach drawing of agreed-upon ingress and egress route.
- f. The Applicant and Landowner must fully cooperate with GOHSEP or GOHSEP's representatives to schedule meetings that will determine their continuing eligibility. This includes providing a right of entry so GOHSEP can visit the Applicants' damaged home to evaluate the progress of repairs.
- g. The Applicant must actively work towards their Permanent Housing Solution during the time they are in the non-congregate sheltering (NCS) unit, using all available recovery resources and/or assistance. The Applicant must develop a viable permanent or longer-term housing plan and show proof of progress towards completion of that plan during eligibility meetings. If long-term housing becomes available, the Applicant must vacate the NCS. Examples of evidence of progress include receipts for repairs or a signed lease for new housing.

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- h. The Applicant agrees to disclose personally identifiable information and/or confidential information relating to the potential financial or other forms of assistance needed for their household, arising from the major disaster declared as Hurricane Ida, FEMA-DR-4611. It is given to obtain and/or provide assistance the Landowner needs to allow GOHSEP, APTIM, FEMA and/or any organization with the ability to provide assistance and connection to other recovery resources. Only people listed on the license can live in the temporary sheltering unit, and the license cannot be transferred to another party. FEMA retains the right to enter the unit to make inspections or repairs with 24-hour notice. In case of an emergency, no notice is required.
- i. Applicants and their household are not allowed to store or use grills, fire pits, fireworks, propane tanks or other combustible substances inside the unit. Applicant is responsible for any damage or harm caused by Applicant's pet(s).
- j. Applicant and their household may not paint or otherwise alter the interior or exterior appearance of the shelter unit. However, small adjustments that would qualify as normal wear and tear, such as putting small nails in the wall to hang picture frames, are allowed.
- k. Applicants living in commercial parks also must abide by all the park's rules and regulations.
- l. Violations of these or any other conditions in this agreement may result in penalty fees or termination of the agreement.
- m. GOHSEP may charge the Applicant for the cost of damage to the unit that is beyond normal wear and tear that results from a violation of any terms, rules, or conditions provided for in this document.

This Agreement shall remain in force for 30 days following termination of occupancy of the temporary sheltering unit in accordance with procedures and regulations promulgated by the GOHSEP.

Site preparation costs will be the responsibility of: (Circle one) the applicant; landowner; other (specify).

Provide details if responsibility is divided:

Landowner intends to charge and applicant agrees to pay _____/month rent for use of the property. (Mark "None" if no rent is to be charged)

Assistance Providers Held Harmless: The Owner acknowledges that the Government's decisions on whether, when, where, and how to provide disaster relief to Owner's property are discretionary functions. Owner recognizes that 42 USC§ 5148 states: "The Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal or State agency or an employee of the same Government in carrying out the provisions of this chapter." Additionally, the undersigned will indemnify and hold harmless all Assistance Providers listed above for any and all liability, loss, damage, or destruction of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby 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, or may have, by reason of or incident to any action of aforesaid Assistance Providers taken to accomplish the aforementioned purpose. Assistant Providers are defined as the State of Louisiana, GOHSEP and its employees, contractors and assigns. The Owner agrees that the State of Louisiana and GOHSEP, along with its contractors, in accordance with La R.S. 29:735, are indemnified and will be held harmless from any death of or any injury to persons or damage to property as a result of actions taken pursuant to the Louisiana Hurricane Ida Shelter Program.

By signing below Landowner/Applicant and his/her household agrees to abide by the statements herein. These statements are witnessed by GOHSEP or GOHSEP's representative.

SIGNATURE	DATE
LANDOWNER/AGENT	
APPLICANT	
WITNESS	