

## Lead-Safe Home Remediation Pilot Grant Program

### *Right-of-Entry (ROE) Permit and Release of Information*

<b>Applicant Name:</b>	
<b>Address:</b>	
<b>City:</b>	<b>County:</b>
<b>Phone:</b>	
<b>Email:</b>	

The undersigned (Applicant) hereby unconditionally authorizes New Jersey Department of Community Affairs (NJDCA), and the Lead-Safe Home Remediation Pilot Grant Program (Lead-Safe Pilot Grant Program) Program Managers and their respective assigns, employees, agents, and contractors (collectively, the "Lead-Safe Pilot Program Managers") to have the right of access and to enter in and onto the property described above for the purpose of performing property and environmental and historic preservation review inspections, taking sample materials for specialized testing for the purposes of participating in the NJ Lead-Safe Pilot Grant Program.

It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Lead-Safe Pilot Program Managers, or its contractors to perform inspections or undertake repairs to the Property.

#### **Applicant understands and agrees:**

- 1) *Completion of ROE:* No inspections and repairs will be performed until this ROE is completed in full.
- 2) *Full Access:* The property owner is solely responsible for insuring that full access is provided to the lead evaluation services company for scheduled on-site testing of the subject property. Full access shall mean providing access to all habitable and non-habitable areas within the subject property, garages, storage areas, outbuildings, lands, and grounds. Should the lead evaluation services company be unable to complete scheduled on-site testing of the subject property due to the owner's failure to provide full access, the owner shall be held responsible for paying a no-show/no-entry fee as described in Item 6(a), below. For the purposes of this section, partial access shall mean any limitations on access to the subject property which precludes the lead evaluation services company from completing a Lead-Safe Pilot Program assigned inspection or testing procedure. Partial access shall be treated as no access.
- 3) *Lighting/Visibility:* The property owner is solely responsible for insuring adequate lighting is available at the subject property during scheduled testing. Should the lead evaluation services company be unable to complete scheduled on-site inspection or testing of the subject property due to the owner's failure to provide adequate lighting, the owner shall be held responsible for paying a no-show/no-entry fee as described in Item 6(a), below. For the purposes of this section, adequate lighting shall mean sufficient light to allow inspection or testing of building components and surfaces without additional equipment. In the event the property owner is unable to provide sufficient lighting, the owner may request that the lead evaluation services company provide lighting equipment at an additional cost to the owner. If the

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Owner elects this option, the Owner must notify the lead evaluation services company no later than the date that the inspection or testing is scheduled.

- 4) *Time Period:* The ROE shall expire 12 months after this form is signed, unless sooner cancelled according to the terms herein.
- 5) *Inspections:* The ROE authorizes inspections of the Property and Home. Applicant understands that the NJDCA, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required repairs. Applicant understands that the Lead-Safe Pilot Program, its employees, agents, contractors and/or representatives, in their sole discretion, determine the extent of the required inspections for environmental and historic preservation reviews. Applicant understands that more than one (1) inspection may be required, and agrees to provide access for any subsequent or all inspections.
- 6) *Lead Inspection/Risk Assessments:* The Applicant authorizes the lead evaluation service company or contractor(s) to conduct lead-based paint inspection and testing, and project management services in accordance with the lead evaluation service company or contractor's contract with the New Jersey Department of Community Affairs.
  - a. *No-Show/No-Entry Fees-* The Applicant/Property Owner will be responsible for paying a No-Show/No-Entry fee to the Lead Evaluation Services company of \$\_\_\_\_\_ if the lead evaluation services company or contractor arrives onsite for a scheduled site visit at the subject property and testing or other evaluation services cannot be conducted or completed due to no fault of the lead evaluation services company or its employees and/or due to any conditions stated in this document.
- 7) *Pets:* The property owner will be responsible for insuring that no unleashed or otherwise unrestrained dogs or other potentially vicious pets are present at the subject property which prevents full access to the property to conduct scheduled testing or observation of the building conditions. Should the lead evaluation services company be unable to complete scheduled on-site testing of the subject property due to the presence of unleashed or otherwise unrestrained dogs or other potentially vicious pets, the owner shall be held responsible for paying a no-show/no-entry fee as described in Item 6(a), above. For the purposes of this section, partial access which precludes the lead evaluation services company from completing a Lead-Safe Pilot Program assigned inspection or testing procedure shall be treated as no access and will result in a No-Show/No-Entry Fee.
- 8) *Photos:* Applicant understands and authorizes the NJDCA, Lead-Safe Pilot Program, and its contractors, and Lead-Safe Pilot Program Managers, their employees, agents, contractors and/or representatives to take photos, digital likenesses, and audio/video recordings of the Applicant, property and damages, and authorizes the use of such items for the purposes of promotion of the Lead-Safe Pilot Program on the Program website, newsletters, news releases, or other media outlets.
- 9) *Sampling:* Applicant understands and authorizes the Lead-Safe Pilot Program Managers, its inspectors/technicians and its contractors, to collect samples (ex; drywall compound, floor tile, piping insulation, paint, ceiling tile, soil, etc. *this is not an all-inclusive list*) 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 authorities. Applicant understands that this

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sampling may result in minor damages to the property (damages may be repaired if the Applicant receives assistance from the Lead-Safe Pilot Program, but will not be repaired if the Applicant does not receive assistance from the Lead-Safe Pilot Program Program).

- 10) *Repairs:* The ROE authorizes repairs to the Property and Home. Applicant understands that the NJDCA and the Lead-Safe Pilot Program Managers, their employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required repairs. Applicant understands and agrees to provide full access to property and home at all times during the inspection and construction phase to the NJDCA and Lead-Safe Pilot Program Managers, their employees, agents, contractors and/or representatives, during the contracted period, for all Lead-Safe Pilot Program work to be performed.
- 11) *Disclosures:* By signing this ROE, Applicant acknowledges that none, some, or all of the above mentioned work may be performed pursuant to this ROE and the Lead-Safe Pilot Program. Applicant further acknowledges that work may be destructive to limited small amounts/areas of the current home for test sample purposes. Applicant understands and acknowledges that the areas damaged by the inspector taking the testing samples may not be repaired by Lead-Safe Pilot Program if Applicant elects to discontinue with the Lead-Safe Pilot Program or Applicant is not eligible for repairs by the Lead-Safe Pilot Program.
- 12) *Waiver and Hold Harmless:* The undersigned will indemnify and hold harmless the NJDCA, Lead-Safe Pilot Program, and it's representatives, and Lead-Safe Pilot Program Managers 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 Lead-Safe Pilot Program Managers taken to accomplish the aforementioned purpose.
- 13) *Authority:* Applicant represents and warrants that Applicant has full power and authority to execute and fully perform Applicant's obligations under this ROE. 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. Applicant expressly represents and warrants that fee title to the Premises is vested solely in Applicant.
- 14) *Tools and Equipment:* All tools, equipment, and other property taken upon or placed upon the property by the Lead-Safe Pilot Program Managers shall remain the property of the Lead-Safe Pilot Program Managers and may be removed by the Lead-Safe Pilot Program Managers at any time within a reasonable period during this ROE, if necessary.
- 15) *Information Sharing:* Information is collected to make it possible for the NJDCA, Lead-Safe Pilot Program, and Lead-Safe Pilot Program Managers, their employees, agents, contractors and/or representatives to enter Applicant's property, inspect for damage, and/or undertake emergency protective measures. Information submitted will be shared with other government agencies (Federal,

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State and City), 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.

*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 Lead-Safe Pilot Program Managers. Phone-in and verbal cancellations will not be accepted.*

*By cancelling this form, the Applicant acknowledges that inspections and repairs may not be performed by the Lead-Safe Pilot Program and their respective assigns, employees, agents, and contractors.*

### **Signature(s) and Witness**

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

<b>Applicant Signature:</b>
<b>Date:</b>
<b>Witness</b>