



## **Instructions for Completing the Debris Removal Right of Entry and Hold Harmless Form:**

### **Step One:**

Write in the name of the Home Owners Association (HOA) or Property Owners Association (POA).

If the roadway is not controlled by HOA / POA insert the name of the owner of the roadway.

If the ownership of the roadway is unknown write in the name of an individual property owner that the roadway serves as access for.

### **Step Two:**

Write in the actual name of the road or roads within the subdivision or serving as access for the properties. (If you need more room for the road names please include on separate sheet of paper and include the sheet with your submittal).

### **Step Three:**

Complete the Owner section at the bottom of the form. For HOA or POA the form needs to be signed by the President or Vice – President of the HOA or POA.

If not HOA or POA owned then actual name of the owner of the road as shown in Step One on the form.

If road owner is unknown then the individual as shown in Step One on the form

Ensure the form has a phone number and or an email address for contact purposes.

### **Step Four:**

Send completed and signed form to Polk County Real Estate Services:

By email: [privateroads@polk-county.net](mailto:privateroads@polk-county.net)

By Fax: (863) 534-7339

By Mail: Real Estate Services, PO Box 9005, Drawer RE-01, Bartow FL 33831

**For more information or questions call (863) 535-2200.**

## RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT FOR DEBRIS REMOVAL

For the purpose of removal of hurricane debris(s) as a result of a hurricane including, without limitation, Hurricane Irma, that lie on private property, owned by the following HOA, Owner or Tenant

---

("Owner") hereby permits Polk County, Florida, its officers, employees, agents, contractors or subcontractors ("County") to enter upon Owner's property commonly identified as the following Road Name/s \_\_\_\_\_

(Premises"), subject to all licenses, easements, encumbrances and claims of title affecting the Premises upon the following terms and conditions:

1. **Grant of Right of Entry:** Subject to the authorization by County for removal of hurricane debris, Owners hereby grants the County a right of entry over and upon the Premises for the purpose of removing and clearing hurricane damaged debris affecting the structure(s) thereon, subject to the further conditions in this Agreement. *It is fully understood that this Agreement does not create a formal obligation on the County to perform debris removal. Owner acknowledges that hurricane debris removal is subject to the approval of the County Manager or his designee(s) and is for the purpose of the health, safety and welfare of the Citizens of Polk County.*
2. **Hold Harmless:** County shall not be liable for, and Owner shall indemnify and hold harmless County and its officers, employees, agents, contractors and subcontractors, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Agreement, and hereby release, discharge and waive any Claims and action, in law or equity, arising therefrom. In addition, the Owner shall indemnify and hold the federal government, its agencies and employees, harmless from any Claims arising from or based upon the exercise or perform, a discretionary function or duty on the part of any federal agency or any employee of the federal government in carrying out the provisions of the Stafford Act or the removal of debris
3. **No County Assumption of Liability for Remediation:** In consideration of the assistance County is providing to Owner under this Agreement, at no cost to owner, County assumes no liability or responsibility, and Owner shall not seek to recover from the County, any costs of remediation of damages to the Premises incurred due to damage from a hurricane or due to actions taken pursuant to this Agreement.
4. **County Agents:** Any person, firm, or corporation authorized to work upon the Premises by the County shall be deemed to be County's agent and shall be subject to all applicable terms hereof.

5. **Authority:** Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement and that the person executing this Agreement is authorized to do so and that said person is either the fee title owner of the Premises or is a tenant holding a current and proper lease of the Premises.
  
6. **No Waiver of Sovereign Immunity:** Nothing herein is intended to act as a waiver of the County's sovereign immunity. The limit of the County's liability to any person, including the Owner and all third parties, shall be set by §768.28 of the Florida Statutes and shall apply in any and every instance, regardless of whether the theory of liability sounds in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
  
7. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
  
8. **Modification:** The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.
  
9. **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
  
10. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Florida and any claims or disputes arising out of the terms of this Agreement shall be litigated in the appropriate County or Circuit courts of the Tenth Judicial Circuit in Bartow, Florida.
  
11. **Term:** This Agreement shall become effective upon execution of both parties and shall continue until terminated by the parties. Either party may terminate this Agreement upon 30 days written notice to the other party. Notice to Polk County shall be sent to the attention of Real Estate Services, P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831. Notice to the Owner shall be sent to the mailing address on file for the Premises with the Polk County Tax Collector's Office or any other known mailing address for the owner of the Premises.

**COUNTY:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone /Email: \_\_\_\_\_