



RIGHT OF ENTRY PERMIT

CWMP Home Hardening Project

ADDRESS ("Premises"): [REDACTED]

APN#: [REDACTED]

DATE: [REDACTED]

COUNTY OF TUOLUMNE

OFFICE OF EMERGENCY SERVICES

2. SOUTH GREEN STREET

SONORA, CA 95370

I/We [REDACTED], the owner(s) of the above-referenced property, do hereby grant and freely and without coercion, the right of access and entry to said property to the County of Tuolumne, and their agents, officials, employees, and/or volunteers, contractors, and subcontractors, 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. Owner hereby grants County a right-of-entry ("Permit") over the Premises for the purpose of inspecting the Premises for potential structural improvements, botanical surveying, archeological surveying, contracted construction workers, arborists and/or foresters to access your property and conduct approved structural upgrades and vegetation reduction using a suite of treatments such as mastication, hand thinning, chipping and piling, and the creation of fuel breaks, subject to the terms and conditions set forth in this Permit. It is fully understood this Permit does not create any obligation on the County to perform surveying, fuel reduction or other work. Owner understands the County will undertake no surveys, structural or vegetation reduction work, or any related action until this Permit is signed and returned. Owner shall make Owner's best efforts to mark any sewer lines, utilities, septic tanks and water lines located on the Premises.

2. Hold Harmless. County shall not be liable for, and Owner shall indemnify, defend, and hold harmless the County, and any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, and hereby release, discharge and waive any claims and action, in law or equity, arising therefrom.

3. No County Assumption of Liability for Remediation. In consideration of the assistance County is providing to Owner under this Permit, at no cost to Owner, County assumes no liability or responsibility, and Owner shall not seek to recover from County or any of their officers, agencies, agents, contractors, subcontractors, employees and volunteers, the cost of any remediation of damages to the Premises incurred due to actions taken pursuant to this Permit.
4. County's 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 it has full power and authority to execute and fully perform its obligations under this Permit pursuant to its governing instruments, without the need for any further action and the person(s) executing this Permit on behalf of Owner are the duly designated agents of Owner and are authorized to do so, and that fee title to the Premises vests solely in Owners.
6. Entire Agreement. This Permit 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.
7. Modification. The provisions of this Permit may not be modified, except by written instrument signed by both parties, including by subsequent 3-party agreement between the County, Owner, and assigned contractor to perform mutually agreed scope of work on the Premises.
8. Partial Invalidity. If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
9. Successors & Assigns. This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.
10. Notices. Any notice required hereunder shall be provided as follows:

For the County:

Department: Office of Emergency Services
Address: 2 South Green Street, Sonora, CA 95370
Phone: 209-533-6395

For the Owner:

Legal Name:

Mailing Address:

Phone:

RELEASE: IN CONSIDERATION FOR THE CONSENT TO ACCESS AND COUNTY'S PROVISION OF THE HOME HARDENING PROJECT, AS SET FORTH ABOVE, I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DEATH, INJURY, OR DAMAGE TO MYSELF OR MY PROPERTY DURING THE HOME HARDENING PROJECT. I FURTHER AGREE THAT NEITHER THE COUNTY, NOR OTHERS, SHALL INCUR ANY FINANCIAL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY DEATH, INJURY OR DAMAGE SUFFERED OR INCURRED BY ME OR MY PROPERTY ARISING OUT OF THE PROVISION OF THE HOME HARDENING PROJECT AS SET FORTH ABOVE. I ACCORDINGLY, I HEREBY RELEASE AGENCY FROM ALL ACTIONS, CLAIMS OR DEMANDS THAT MY SUCCESSORS, HEIRS, ASSIGNS OR I MAY HAVE FOR DEATH, INJURY, OR DAMAGE SUFFERED OR INCURRED BY ME OR MY PROPERTY DUE TO PROVISION OF THE HOME HARDENING PROJECT AS SET FORTH ABOVE.

IN WITNESS WHEREOF, Owner and County have executed the Permit, effective as of:

_____, _____, _____
Month Day Year

Signed, **OWNER**

PRINT NAME: _____

SIGNATURE: _____

DATE SIGNED: _____

THIS PERMIT SHALL REMAIN IN EFFECT FOR NO LESS THAN FIVE YEARS FROM EFFECTIVE DATE.