



What am I signing?

There are 3 different forms that you must review in order to receive repairs from NYC Rapid Repairs.

1. Right of Entry Form

This form gives NYC Rapid Repairs (government employees and contractors) the legal right to:

- Enter your home and property to inspect for damages, and
- If you choose to continue participation, make repairs that are covered under the NYC Rapid Repairs program.

NYC Rapid Repairs teams cannot inspect or make repairs unless you sign the Right of Entry form. You must sign this form by **December 31st, 2012** in order to participate in NYC Rapid Repairs.

Okay, but this form is three pages! What is the fine print?

You must read the form carefully. However, some of the items in the form include (but are not limited to):

- ALL inspections and repairs done by the NYC Rapid Repairs teams are at NO COST to you, the homeowner.
- This form is valid for 90 days unless cancelled by the homeowner (see page 3 of the form). If you decide after the teams inspect your home that you do not want to have them make any repairs, you should sign this page.
- You are waiving any claims, and indemnifying FEMA and the City government and their contractors against any loss, damage, or destruction to the home or items in the home, or injury or death to people on the property, due to work under this program.
- The Contractor may share any information it collects with other parties – such as government agencies and Contractors – in order to inspect and repair your home. The City and the Contractor will share this information only with other government entities and other contractors within the NYC Rapid Repairs program for official use related to purposes of the program.

By December 31st, 2012, you must sign and return this form in one of the following ways:

- Scan and email it to RapidRepairsROE@recovery.nyc.gov*
- Fax it to (646) 500-6033*
- Return it to an NYC Restoration Center or an NYC Rapid Repairs Customer Service Representative

- Return to the contractor at your home before they begin work
- Mail it to: NYC Rapid Repairs Program, 100 Gold Street, 2nd Floor, New York, NY 10038

*If you are sending in the form via email or fax by December 31, 2012, please also return the original copy as soon as practical to an NYC Restoration Center, an NYC Rapid Repairs Customer Service Representative or by mail to: NYC Rapid Repairs Program, 100 Gold Street, 2nd Floor, New York, NY 10038

2. Statement of Work Limitations

The program is intended to make limited repairs to allow you to live in your home with safe power, heat, and hot water. Your home may require additional repairs that are not covered by this program and by signing this document, you understand these limitations.

3. Work Order

After the contractor inspects your home for damages, they will review the list of repairs to your home that are covered under the NYC Rapid Repairs program. You should review every item on this work order. The contractor can help explain these items to you. The contractor will not make any repairs that are not listed on the form.

If you do not want the NYC Rapid Repairs contractors to make these repairs, you must sign the cancellation of the Right of Entry Form.

* * *

REMEMBER, these forms only authorize people with an official NYC Rapid Repairs ID to enter your home and make repairs. If someone comes to your home and you are not sure if they are part of NYC Rapid Repairs, call 311.

Please use ballpoint or roller ball pens and print clearly

RIGHT-OF-ENTRY PERMIT

Owner Name		
Street Address		
City		
Borough		
Phone	Primary	Alternate

The undersigned, ("Owner"), hereby unconditionally authorizes the City, FEMA and participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors (collectively, the "Assistance Providers") to have the right of access and to enter in and onto the property described above for the purpose of performing inspections and/or undertaking emergency repairs of damage resulting from Hurricane Sandy at no expense to Owner for purposes of participating in NYC Rapid Repairs.

It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections or undertake emergency repairs to the Property. Owner understands that no emergency repairs will be performed until this ROE is completed in full.

1. *Time Period:* The ROE shall expire 90 days after this form is signed, unless sooner cancelled according to the terms herein.

2. *Inspection/ Emergency Repairs Authorized:* The ROE authorizes inspections and emergency repairs to the Property. Owner understands that the Government, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required emergency repairs. If Owner disagrees with the nature or extent of proposed actions, Owner may refuse any additional work and cancel this ROE at any time.

3. *Disclosures:* By signing this ROE, Owner acknowledges that none, some, or all of the following work may be performed pursuant to this ROE and the NYC Rapid Repairs Program. Owner further acknowledges that work may involve the use of raw, unfinished materials to provide only emergency repairs.

- 1) Permanent or temporary restoration of heat, power and hot water service to the home,
- 2) Removal of wall and ceiling coverings (e.g. dry wall) and insulation damaged by flooding to allow access to all flooded electrical equipment. Material will be disposed at the street. [NOTE: Fire-rated walls shall NOT be removed from any building.]
- 3) Minor exterior work to ensure secure windows and doors and to prevent further weather damage where roof or wall areas have been compromised; and
- 4) Other external or internal repairs necessary to protect homes from further damage, and allow residents to remain in, or return to, their homes.

4. *Waiver and Hold Harmless:* The undersigned will indemnify and hold harmless the Assistance Providers 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.

5. *Miscellaneous:*

a. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this ROE. If Owner is an entity, Owner also represents and warrants that Owner 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 Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner.

b. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.

c. Information Sharing: Information is collected to make it possible for the Government, its employees, agents, contractors and/or representatives to enter your property, inspect for damage, and/or undertake emergency protective measures. Information submitted will be shared with other government agencies (Federal, State and City), their contractors, subcontractors and employees, as well as with voluntary agencies performing inspections and/or emergency repairs, for official use only in accordance with the purposes stated in this ROE.

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 _____, 2012.

Owner Signature
Date

WITNESS

Phone Number



STATEMENT OF WORK LIMITATIONS

The Undersigned acknowledges the following regarding the work to be performed by NYC Rapid Repairs as authorized by the Right of Entry(ROE):

1. I understand that the purpose of the emergency repairs is to allow residents to stay in their homes so that they can complete more permanent repairs and finishes. Emergency repairs include
 - permanent or temporary restoration of heat, power and hot water,
 - minor exterior work like covering damaged roof areas and exterior wall surfaces;
 - removal of drywall and other water-absorbing wall coverings damaged by flooding [Note: fire rated walls shall NOT be removed from any building.]
 - Other temporary exterior and internal repairs necessary to allow residents to safely inhabit their dwellings.

The specific repairs to be made will be set forth in a work order and no other work will be performed.

2. If necessary, the Rapid Repairs team will remove soaked flooring and wall coverings up to one foot above the point to which the water rose in the premises so that the Rapid Repairs team may work.
3. If necessary, the Rapid Repairs team will clean floors, and spray disinfect the floor and exposed walls where material was removed so that the Rapid Repairs team may work.
4. The Rapid Repairs team will NOT replace damaged flooring or wall coverings removed from the home nor make any other finishing improvements to the interior of the home.
5. The Rapid Repairs team will NOT remove any flood-damaged, fire-rated walls, or systems which are required by fire code. Removal of these walls or systems is the responsibility of the homeowner.
6. The Rapid Repairs team will NOT perform mold abatement in the home.
7. It is the responsibility of the homeowner to make sure all other systems, which are not repaired in the execution of the Rapid Repairs Program Work Order, are safe to allow occupancy.

Owner's signature

Address

Date



Right of Entry Request for Cancellation Form

STOP!

PLEASE READ BEFORE PROCEEDING TO THE NEXT PAGE:

The form on the next page should **ONLY** be signed if you do **NOT** want the NYC Rapid Repairs contractors to make repairs to your home.

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RIGHT-OF-ENTRY PERMIT-REQUEST FOR CANCELLATION

To cancel a previously-granted Right of Entry (ROE) permit, this cancellation form must be signed by the Owner, and either delivered to an NYC Restoration Center or an NYC Rapid Repairs Customer Service Representative, emailed to rapidrepairscancel@recovery.nyc.gov or faxed to (646) 500-5555. Allow at least three (3) days to process. *Alternatively, the ROE may be cancelled at the Property site by obtaining the signature of the authorized representative present when the crew appears for work.* It is recommended that the Owner make a copy of the signed cancellation prior to giving this form to the authorized representative. The authorized representative will keep the original signed copy for its records. Reproduction capability may not be available at the ROE collection points. Phone-in and verbal cancellations will not be accepted.

By canceling the ROE, Owner acknowledges that inspections and emergency repairs may not be performed by the City or participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors.

I have read and understand the foregoing statement concerning cancellation policies. I hereby certify that I request to cancel the foregoing ROE and my request for disaster-related emergency protective measures.

Signature: _____
Owner Date Time

Printed Name: _____ Address: _____

I hereby acknowledge receipt of the foregoing request for cancellation:

Signature: _____
Authorized Representative Date Time

Printed Name: _____ Title: _____
(Indicate authorized organization and title)