



# Homeowner Assistance Program (HoAP) Right-of-Entry and Release of Information

FORM E  
Required Form

Applicant Name:		Application ID#:	
Co-Applicant Name: <i>(If Applicable)</i>		Damaged Property:	

The undersigned (Applicant) hereby unconditionally authorizes the Texas General Land Office (GLO) and the City of Houston’s Housing and Community Development Department and its respective employees, agents, contractors, and/or representatives (collectively, “HCDD”) and the Homeowner Assistance Program (HoAP) Managers and their respective employees, agents, inspectors, and contractors (collectively, the “HoAP Program Managers”) to access and enter the property located at the Damaged Property Address, as listed above,, including any damaged home situated thereon (collectively, the “Property”), for the purpose of performing inspections, taking sample materials for specialized testing, and/or undertaking repairs of damage resulting from Hurricane Harvey for the purposes of participating in the HoAP.

It is fully understood that this Right of Entry (ROE) does not create any obligation on the part of HCDD or HoAP Program Managers to perform inspections or undertake repairs to the Property.

**Applicant understands and agrees:**

- 1) Granting GLO, HCDD, and HoAP Program Managers full access to the Property for the purpose of inspections, monitoring, and construction activities is a requirement of the HoAP. HCDD and HoAP Program Managers will endeavor to schedule mutually convenient appointment times for an inhabited Property.
- 2) No inspections and repairs will be performed until this ROE is completed and signed by the Applicant.
- 3) No repairs will be made to the Property if the Applicant does not receive assistance from the HOAP or if the Applicant elects to discontinue with the HOAP.
- 4) This ROE grants GLO, HCDD and HoAP Program Managers full access to the Property to complete compliance monitoring, inspections, and construction related activities.
- 5) *Time Period:* The ROE shall expire 24 months after this ROE is signed, unless sooner cancelled according to the terms herein. If needed, this ROE may be extended from time to time, however, any extension shall be in writing and signed by HCDD and the Applicant.
- 6) *Inspections & Repairs:* The ROE authorizes inspections and repairs of the Property. Applicant understands that HCDD and HOAP Program Managers, in their sole discretion, shall determine the extent of the required repairs. Applicant understands that more than one (1) inspection may be required by HCDD in order to determine the extent of required repairs and agrees to provide access for initial and subsequent inspections and for construction to facilitate all required inspection and repair work.
- 7) *Photos:* Applicant authorizes GLO, HCDD and HOAP Program Managers to take photos, digital likenesses, and audio/video recordings of the Applicant, Property, and damages.
- 8) *Sampling and Disclosures:* Applicant authorizes the GLO, HCDD and HOAP Program Managers to collect samples (e.g. drywall compound, floor tile, piping insulation, paint, ceiling tile, etc.) 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 laws. Applicant understands that this sampling may result in minor damages to the property, and such damages may be repaired **only** if the Applicant receives assistance from the HOAP.



- 9) **Waiver and Hold Harmless:** In consideration of and as a condition to the performance of the work described herein, applicant hereby releases and forever discharges the GLO, HCDD and HoAP program managers from all liability for injury, death, damage, or loss to persons, real property, or personal property in connection with the performance of the work described herein, even if the injury, death, damage, or loss is the result of the city of HCDD's, and/or HoAP program manager's sole or concurrent negligence. Applicant agrees to look to the contractor performing the work described herein to pay any claim in connection to this right of entry for damage to applicant's property or assets on applicant's property.
- 10) **Authority:** Applicant represents and warrants that Applicant has full power and authority to execute this ROE 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, as duly designated agents of Applicant, to execute this ROE. Applicant expressly represents and warrants that fee title to the Property is vested solely in Applicant as indicated by a title search performed by HCDD.
- 11) **Tools and Equipment:** All tools, equipment, and other personal property taken upon or placed upon the Property by HOAP Program Managers shall remain the personal property of HOAP Program Managers and will be removed at the completion of inspection or construction, as applicable.
- 12) **Information Sharing:** Information is collected to make it possible for GLO, HCDD, and HoAP Program Managers to enter Applicant's Property, inspect for damage, and/or undertake emergency protective measures. Information submitted will be shared with other federal, state or local agencies, their contractors, subcontractors and/or 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.

**Applicant understands this Right of Entry and Release of Information may be cancelled prior to receipt of funds. To cancel this Right of Entry and Release of Information, Applicant understands the cancellation must be in writing, signed by the Applicant, and provided to HoAP Program Managers. Phone-in and verbal cancellations will NOT be accepted.**

**By cancelling this Right of Entry and Release of Information, the Applicant acknowledges that inspections and/or repairs shall not be initiated or completed by GLO, HCDD and/or HoAP Program Managers.**

**APPLICANT'S ACKNOWLEDGEMENT**

**Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729. Under penalties of perjury, I/we certify that the information presented above is true and accurate to the best of my/our knowledge and belief. I/We further understand that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in my ineligibility to participate in this program or any other programs that will accept this document. Title 18, Section 1001 of the U.S. Code states that a person is guilty of a FELONY if he/she knowingly and willfully makes a false statement to any department of the United States Government.**

Applicant's Signature:	Date:
Printed Name:	
Co-Applicant's Signature:	Date:
Printed Name:	

