

ENTRY AND TESTING AGREEMENT

This Entry and Testing Agreement (“Agreement”) is made as of the ____ day of _____, 2019 between _____, (“Owner”), and Tectonic Engineering & Surveying Consultants, PC, (“Entrant”), concerning the following described property: _____, (“Property”).

Entrant desires to enter upon for purposes only to take photographs of a balloon fly for purposes of a land use application; and

As an accommodation to Entrant, Owner is willing to grant permission to Entrant, its employees, agents or contractors to enter onto the Property in order to take such photographs under the terms and conditions stated herein. In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

1. Owner grants to Entrant, its contractors, agents, employees, a right of entry and license to enter upon the Property solely to obtain photographs of the balloon fly for simulation of a viewshed of a proposed wireless communications facility for which permits are being sought (“Permitted Activity”). Entrant’s entry rights hereunder are specifically limited to the Permitted Activity and shall not include any other activities or entry onto any of the Property not used to engage in the Permitted Activity. Entrant shall only enter upon the Property being accompanied by a representative of the Owner.
2. Entrant agrees to exercise due care in the performance of the Permitted Activity on the Property.
3. Entrant shall indemnify and hold harmless Owner from all claims, actions, damages, liability and expense, including without limitation attorney’s fees and costs, in connection with personal injury or property damage arising out of the authorized or unauthorized acts or omissions of Entrant, its employees, agents or contractors upon the Property including without limitation the Permitted Activity. This indemnification obligation shall survive the expiration or termination of this Agreement.
4. With respect to the Property, the term of this Agreement shall be from the Execution Date hereof until the completion of the Permitted Activity.
5. This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written, are superseded. This Agreement may be amended only by a written document duly executed by the parties. This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals and do authorize this Agreement to be fully effective as of the last date hereunder.

OWNER:

Signature

Printed Name

Date

ENTRANT:

Tectonic Engineering & Surveying Consultants, PC (company)

Signature

Phillip Cocca
Printed Name

Visual Resource Technician
Title

Date