

U.S. Department of Homeland Security
FEDERAL EMERGENCY MANAGEMENT AGENCY

TEMPORARY HOUSING PROGRAM (§ 408)

Receipt for Government Property
(Temporary Housing Unit)

FEMA Application #

FEMA DR # Date of Declaration Location (State/County)

Address of Property VIN Lot #

Description of Property

Manufactured Housing Unit Furnished # Bedrooms
 Other (specify) _____ Unfurnished # Baths

Authorized Users in Household

Name _____	Age _____	Sex _____
Name _____	Age _____	Sex _____
Name _____	Age _____	Sex _____
Name _____	Age _____	Sex _____
Name _____	Age _____	Sex _____
Name _____	Age _____	Sex _____
Name _____	Age _____	Sex _____
Name _____	Age _____	Sex _____

I understand that FEMA is allowing me to use the above unit under a revocable license for the temporary housing of my household because: the President has declared a major disaster or emergency in my state; I am not able to live in my pre-disaster primary residence due to this event; and FEMA has determined my household to be eligible for housing assistance under 42 U.S.C. 5174 and 44 CFR 206.110-118. I understand that, if not revoked earlier, this license will automatically expire 18 months from the date of the President's declaration of a major disaster or emergency or at the end of any extension to the 18-month period of assistance granted under 42 U.S.C. 5174(c)(1)(B)(ii).

I acknowledge receiving the above unit as temporary housing for my household's use only. I understand that my household's continued use of this unit is subject to the attached "**Conditions for Use of Government Property**", as well as FEMA's discretionary decision to continue the direct housing assistance program at this location.

I understand that any failure to comply with these "**Conditions for Use**" or any decision by FEMA to terminate the direct housing program at this location may result in my household being required to vacate this unit and return the unit's keys to FEMA as soon as possible, but no later than the date set forth in a written Notice of Revocation (usually

within 15 days of the Notice). I understand that I am signing this form on behalf of all members of my household listed above as authorized users.

Signature of Primary Authorized User

Date

Witness

Title

U.S. Department of Homeland Security
FEDERAL EMERGENCY MANAGEMENT AGENCY

TEMPORARY HOUSING PROGRAM (§ 408)

Conditions for Use of Government Property
(Temporary Housing Unit)

OWNERSHIP/CONTROL.

The U.S. government owns or leases the temporary housing unit described in the attached “**Receipt for Government Property**”. The unit is federal property, and the U.S. government retains the right to control its use at all times. This includes the right to revoke my household’s license to use the unit at any time with a written notice and to enter the unit to make inspections or repairs with 24 hours notice (no prior notice is required in an emergency as determined by FEMA). I understand that FEMA is providing this unit as a discretionary benefit under 42 U.S.C. 5174 and 44 CFR 206.110-118 and that at any time I may be given a written Notice of Revocation requiring me to vacate the unit and return the unit’s keys to the U.S. government as soon as possible, but no later than the date set forth in the Notice of Revocation.

DUTY TO MEET CONTINUING ELIGIBILITY REQUIREMENTS.

FEMA requires all recipients of direct housing assistance under its temporary housing program to continue to meet, certify, and/or document their compliance with, the criteria for eligibility for such assistance in order to continue receiving the assistance. I understand that the eligibility requirements for temporary housing assistance are set forth in 44 CFR 206.110-118 and that, if FEMA determines I have not met these requirements, I will be given a written Notice of Revocation requiring me to vacate the unit and return the unit’s keys to the U.S. government as soon as possible, but no later than the date set forth in the Notice of Revocation.

DUTY TO OBTAIN/ACCEPT ALTERNATE HOUSING.

I understand that FEMA requires all recipients of direct housing assistance under its temporary housing program to obtain and occupy permanent housing at the earliest possible time. I agree to make a diligent effort to obtain permanent housing as soon as possible and to establish a permanent housing plan for my household. I also agree that, if FEMA determines adequate alternate housing is available, my household will accept that alternate housing and leave this temporary housing unit as soon as possible, but no later than the date set forth in a written Notice of Revocation.

DUTY TO COMPLY WITH ENFORCEMENT OR REMOVAL ACTION.

I agree to comply with any Notice of Revocation by vacating this temporary housing unit and returning the unit’s keys to the U.S. government as soon as possible, but no later than the date set forth in the Notice of Revocation. I also agree to be responsible for my household’s personal property which is placed in the unit at my sole risk and to remove it promptly from the unit upon Notice of Revocation. I understand that, if I do not comply with any Notice of Revocation, FEMA may take steps to remove the

members of my household and their personal property from the unit using any enforcement authorities deemed appropriate by FEMA. **I agree to hold harmless the U.S. government and any of its agencies, agents, contractors, and subcontractors, for damages of any type whatsoever either to property or persons resulting from such enforcement actions.**

DUTY OF INSURED APPLICANTS TO REIMBURSE FEMA.

I understand that FEMA requires all recipients of direct housing assistance under its temporary housing program to offset the value of the direct assistance provided by FEMA against any insurance proceeds or recoveries they receive. If my household is eligible for any payments or allowances from private insurance that can be used for temporary housing needs, such as Additional Living Expenses (ALE), I agree to file a claim for such insurance benefits and to pay FEMA for the cost of using this temporary housing unit (as determined by FEMA) up to the limits of the insurance recovery for monthly housing expenses.

DUTY TO PAY CHARGES/DAMAGES.

Damages may include any charges deemed appropriate by FEMA for failing to vacate the unit and return its keys to the U.S. government by the date set forth in a written Notice of Revocation, as well as any charges, such as legal fees, associated with enforcement actions to remove my household from the unit. I agree to pay FEMA for any damages resulting from the violation of any of the rules set forth below or from the failure to comply with any of these “**Conditions for Use**”.

RULES FOR CONTINUED USE OF HOUSING UNIT.

I understand that any violation of the rules listed below may result in my household being required to vacate the temporary housing unit and return the unit’s keys to FEMA immediately. I agree to follow these rules and to pay FEMA for any damages resulting from the violation of any of these rules. I understand that I and all members of my household must:

- A. Pay all utility charges, including deposits, for the housing unit, if applicable.
- B. Keep the unit, any furnishings, and the surrounding area in a clean and orderly condition, less ordinary wear and tear, and assure that items or debris of any kind which may cause a possible fire hazard are not placed near the unit’s outside vents.
- C. Notify FEMA when any damage or defect is found in the unit.
- D. Not make any major repairs, additions, structural alterations, or changes to the unit and any furnishings without FEMA’s prior written consent.
- E. Not make any changes to the area surrounding the unit without FEMA’s prior written consent, except that FEMA’s consent is not required for altering the surrounding area on private property when the property owner is the unit’s occupant or when the private property owner’s prior written consent has been obtained.
- F. Not move the unit to another location.

- G. Provide a right of entry signed by the landowner for any private property site when requested by FEMA and allow FEMA onto the property for inspections, repairs, or removal of the unit.
- H. Not allow any lien or obligation to attach to this license or to the unit.
- I. Not change the locks or install any security system without FEMA's prior written consent, or otherwise impede access by FEMA.
- J. Not allow any additional people (other than those listed as authorized users above) to live in the unit and notify FEMA within 7 days in writing of any change in this list of authorized users.
- K. Not transfer or assign this license to any person except to another authorized user listed above.
- L. Use the unit continuously as housing and notify FEMA immediately in writing if leaving the unit for any period of time greater than 30 days.
- M. Respect the rights and privacy of other individuals in any group site or commercial park, which includes not causing or permitting any disturbing noises, any objectionable or improper conduct, or any dangerous activities.
- N. Comply with all rules for a group site or commercial park AND comply with all relevant local ordinances for any private property site.
- O. Not engage in any illegal/criminal behavior or allow any illegal/criminal behavior to occur in the housing unit or the surrounding area.

HOLD HARMLESS AGREEMENT

I hereby release, discharge, and waive any action, either legal or equitable, that might arise out of any activities on the premises of the temporary housing unit or the surrounding area. **I agree to hold harmless the U.S. government and any of its agencies, agents, contractors, and subcontractors, for damages of any type whatsoever either to property or persons resulting from its furnishing of housing assistance to my household.**

ACKNOWLEDGEMENT.

I understand that I am not a tenant, but have merely been granted a revocable license to use government property for temporary housing while my pre-disaster primary residence is unavailable because it was damaged in a federally-declared major disaster or emergency. I acknowledge that I am paying no rent or fees for the use of this government property and that I have no property interest in the unit I am being permitted by the U.S. government to use as temporary housing. I understand that the rules and procedures governing such federal disaster assistance are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, codified at 42 U.S.C. 5121-5206, and at 44 CFR Part 206. I am signing this form on behalf of all members of my household.

Signature of Primary Authorized User
(Head of Household)

Date

Witness

Title

PRIVACY ACT STATEMENT

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5206, authorizes the collection of this information. The primary use of this information is to determine your eligibility to receive FEMA disaster assistance. Disclosures of this information may be made: Upon written request, to federal and state agencies providing disaster assistance, as well as to local governments or voluntary agencies from which you are seeking assistance, so that assistance efforts or benefits are not duplicated; to agencies, organizations, and institutions as necessary for FEMA to obtain information from them in making eligibility determinations; to federal, state, and local government agencies to promote hazard mitigation planning and enforcement; to law enforcement agencies or professional organizations where there may be violation or potential violation of law; to a federal, state, or local agency when we request information relevant to an Agency decision concerning issuance of a grant or other benefit, or in certain circumstances when a federal agency requests such information for a similar purpose from us; to a Congressional office in response to an inquiry made at the request of the individual; to the Office of Management and Budget (OMB) in relation to private relief legislation under OMB Circular A-19; and to the National Archives and Records Administration in connection with records management inspection conducted under the authority of 44 U.S.C. §§ 2904 and 2906. Furnishing this information is voluntary, but failure to do so may delay or prevent provision of disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 10 minutes per response. The burden estimate includes the time for reviewing the form, reading the legal rules in the form, and completing and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, D.C. 20472, Paperwork Reduction Project (1660-0002). **NOTE: Do not send your completed form to this address.**