

## RELEASE AND CERTIFICATION (ENTITY) – PARTIAL PAYMENT

I, the undersigned, filed a claim pursuant to the Hermit's Peak/Calf Canyon Fire Assistance Act, Pub. L. No. 117-180, 136 Stat. 2114 (the "Act") for damages resulting from the Hermit's Peak/Calf Canyon Fire (the "Fire") with the Hermit's Peak/Calf Canyon Claims Office (the "Office"). Pursuant to Section 104(d)(2) of the Act and 44 C.F.R. 296.33, and after investigation, the Office determined that I suffered a compensable loss on a severable portion of my claim in the amount of \$ \_\_\_\_\_ for the items in my loss as set forth in the attached Proof of Loss No. \_\_\_\_\_, dated \_\_\_\_\_ and Letter of Determination dated \_\_\_\_\_.

A partial payment in the amount set forth above is final and conclusive and fully satisfies all of my outstanding claims against the Federal Emergency Management Agency and/or the United States solely for the severable portions of my loss as listed in the attached Proof of Loss and in the amount set forth in the Letter of Determination, and as expressly accepted by me ("Accepted Loss Line Items"). By accepting partial payment in the amount referenced above as compensation for the Accepted Loss Line Items, I am completely and forever releasing the Federal Emergency Management Agency and the United States from any past, present, or future claims related to the Accepted Loss Line Items. However, to the extent the partial payment for any of the Accepted Loss Line Items is based on an estimated amount of damages for the loss, if actual costs to repair or replace structures or infrastructure damaged by the Fire exceed the amount of the estimated partial payment, I may include the excess amount in my final Proof of Loss or request to reopen my claim. This release applies only to my claim for the Accepted Loss Line Items and by accepting compensation for the Accepted Loss Line Items in the amount referenced above and signing this release, I do not release any claims not related to the Accepted Loss Line Items.

I understand that acceptance of a partial payment for the Accepted Loss Line Items does not affect my ability to pursue an appeal, arbitration, or other legal remedies under the Act or other Federal law with respect to any portion of a claim unrelated to the Accepted Loss Line Items for which a Release and Certification Form is not executed.

I, \_\_\_\_\_, under penalty of law, hereby proclaim that I am fully authorized to act on behalf of the Claimant regarding all past, present, and future claims relating to the Hermit's Peak/Calf Canyon Fire Assistance Act. I understand that civil and/or criminal penalties may arise pursuant to the False Claims Act, 31 U.S.C. § 3729, et seq., and/or other applicable law for any fraudulent statements or representations made in this regard.

Being a duly authorized and recognized representative and/or agent of the Claimant, I agree on behalf of the Claimant to the terms and acknowledgments contained in this agreement.

*I declare under penalty of perjury that the information I have provided regarding claimant's loss is true and correct.*

**\*\*Note: All individuals who have an ownership in the items being paid under this POL are required to sign this document.\*\***

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ Signature: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ Signature: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ Signature: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ Signature: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ Signature: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

FEIN: \_\_\_\_\_ DUNS Number: \_\_\_\_\_ Claim Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address (Optional): \_\_\_\_\_