

# RIGHT OF ENTRY AGREEMENT

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This Right of Entry Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[OWNER LEGAL NAME], [an individual / a [STATE] [ENTITY TYPE]], whose address is [OWNER ADDRESS], as owner of the Property described below ("**Owner**"); and

[ENTRANT LEGAL NAME], [an individual / a [STATE] [ENTITY TYPE]], whose address is [ENTRANT ADDRESS], the party granted temporary access below ("**Entrant**").

Owner and Entrant are each a "**Party**" and together the "**Parties**."

**Recitals.** Owner owns or controls the real property located at [PROPERTY ADDRESS] in [COUNTY, STATE] (the "**Property**"). Entrant requires temporary, limited access to the Property for the purpose described below, and Owner is willing to permit that access on the terms of this Agreement. This Agreement grants only a temporary, revocable right of entry; it does not convey any easement, leasehold, or other interest in the Property. In consideration of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

## 1. Grant of Right of Entry

1.1 **Grant.** Owner grants to Entrant a temporary, non-exclusive, revocable right to enter upon the portion of the Property described in Section 2 (the "**Access Area**") solely for the Permitted Purpose and only during the Access Period defined below.

1.2 **No interest in land.** This Agreement is a license to enter and does not create, and will not be construed to create, any easement, lease, tenancy, possessory interest, or other estate or interest in the Property. Owner retains full ownership, possession, and control of the Property at all times.

1.3 **Revocable.** This right of entry is revocable by Owner as provided in Section 6 and confers no permanent or vested rights on Entrant.

## 2. Access Area and Permitted Purpose

2.1 **Access Area.** Entrant's right of entry is limited to the following portion of the Property: [DESCRIBE AREA — e.g. the rear yard; the parking lot; the entire parcel] (the "**Access Area**"). Entrant will not enter any other part of the Property without Owner's prior consent.

2.2 **Permitted Purpose.** Entrant may enter the Access Area only for the following purpose: [DESCRIBE — e.g. surveying and inspection; environmental testing; equipment staging; making repairs to adjoining property; appraisal] (the "**Permitted Purpose**").

2.3 **Manner of use.** Entrant will conduct its activities in a careful and workmanlike manner, will not interfere unreasonably with Owner's use of the Property, and will comply with all applicable laws, permits, and Owner's

reasonable site rules provided in advance.

2.4 **Personnel.** Entrant's right of entry extends to Entrant's employees, agents, and contractors reasonably required for the Permitted Purpose, for whose conduct Entrant is responsible as if it were its own.

### 3. Access Period and Scheduling

3.1 **Access Period.** Entrant may exercise the right of entry from [START DATE] through [END DATE], unless extended in writing or terminated earlier under this Agreement (the "Access Period").

3.2 **Hours and notice.** Entry is permitted [during normal business hours / at the times stated here]. Entrant will give Owner at least [NUMBER, e.g. 24 / 48] hours' advance notice of each entry, except in an emergency, where Entrant will give notice as soon as practicable.

3.3 **Coordination.** Entrant will coordinate the timing of its activities with Owner to minimize disruption and will promptly notify Owner of any condition discovered that affects the safety of the Property.

### 4. Condition, Restoration, and Liens

4.1 **As-is access.** Entrant accepts the Access Area in its as-is condition. Owner makes no representation about the suitability of the Access Area for the Permitted Purpose.

4.2 **No damage.** Entrant will take reasonable care to avoid damage to the Property and will be responsible for any damage caused by Entrant or its personnel during the exercise of this right of entry.

4.3 **Restoration.** Upon completing its activities, or upon termination, Entrant will promptly remove its equipment and materials and restore the Access Area, as nearly as reasonably practicable, to its condition immediately before entry, ordinary wear excepted.

4.4 **Liens.** Entrant will keep the Property free of any lien arising from Entrant's activities and will promptly discharge or bond over any such lien.

### 5. Liability, Indemnity, and Insurance

5.1 **Assumption of risk.** Entrant enters the Property at its own risk, except to the extent of Owner's negligence or willful misconduct.

5.2 **Indemnification.** Entrant will indemnify, defend, and hold harmless Owner and Owner's agents from third-party claims for bodily injury, death, or property damage to the extent arising from Entrant's exercise of this right of entry, except to the extent caused by Owner's negligence or willful misconduct.

5.3 **Insurance.** Entrant will maintain, for the Access Period, commercial general liability insurance with limits of at least [AMOUNT, e.g. \$1,000,000] per occurrence, plus any workers' compensation insurance required by law, and will name Owner as an additional insured and provide a certificate before first entry.

5.4 **Limitation.** Except for the indemnity and insurance obligations above and a Party's gross negligence or willful misconduct, neither Party is liable to the other for indirect, incidental, special, consequential, or punitive damages.

### 6. Term, Revocation, and Termination

6.1 **Term.** This Agreement is effective on the Effective Date and continues through the end of the Access Period unless terminated earlier.

6.2 **Revocation by Owner.** Owner may revoke this right of entry on [NUMBER] days' written notice for convenience, or immediately on written notice if Entrant breaches this Agreement or creates a safety hazard.

6.3 **Termination by Entrant.** Entrant may terminate this Agreement at any time on written notice once its activities are complete.

6.4 **Effect of termination.** On termination or expiration, Entrant's right to enter ceases, and Entrant will promptly vacate, remove its property, and complete its restoration obligations under Section 4. Sections 4, 5, and 7 survive termination.

7. General Provisions

7.1 **Governing law.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules.

7.2 **No assignment.** Entrant may not assign or transfer this Agreement or its rights of entry without Owner's prior written consent.

7.3 **Notices.** Notices must be in writing and delivered to the addresses above (or as updated in writing) by personal delivery, overnight courier, certified mail, or email with confirmation, and are effective on receipt.

7.4 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

7.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

7.6 **Relationship.** The Parties are independent. Nothing creates a partnership, joint venture, agency, or employment relationship.

7.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER	ENTRANT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE OR N/A]	Title: [TITLE OR N/A]
Date: _____	Date: _____

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