

**CONSENT FOR ACCESS TO PROPERTY FOR SAMPLING ASSOCIATED WITH
INITIAL INVESTIGATION OR SITE HAZARD ASSESSMENT FOR ASBESTOS**

Property Owner: _____
Current Address: _____ Address of impacted _____
structure (if different) _____
Phone Number: (____)____-_____
Email Address: _____

Ecology is responsible for the investigation and remediation of hazardous waste sites in Washington pursuant to the Model Toxics Control Act (MTCA), Chapter 70.105D RCW and Chapter 173-340 WAC. Upon reasonable notice (unless an emergency prevents such notice), Ecology may exercise the power to enter upon any property to conduct investigations of a release of a hazardous substance, and to conduct remedial actions (including investigations) to remedy releases of hazardous substances. RCW 70.105D.030(1)(a) & (b); WAC 173-340-800.

The above named Property Owner (OWNER) is the owner of property at which a release or threatened release of asbestos, a hazardous substance pursuant to MTCA, may have occurred. OWNER hereby gives consent to employees and authorized representatives of Ecology to enter and have access to the property located at the above address. Access is granted to complete those tasks required for the assessment of a release or threatened release of asbestos at [property address], which may include but are not limited to the following:

1. Meet with property owners or representatives;
2. Conduct a visual inspection;
3. Collect fire debris, surface soil, subsurface soil, groundwater, and/or soil vapor samples;
4. Take photographs of relevant site conditions; and
5. Conduct other actions (e.g. ground-penetrating radar surveying, utility location, etc.) related to the investigation of contamination.

Ecology will provide reasonable advance notice of entry by calling OWNER at the telephone number or by the email noted above at, at least 24 hours in advance of entry on the Property.

The term of this consent for access is 60 days from the date of signing. If additional time is required to complete the work necessary for the sampling, a new consent for access will be requested.

OWNER agrees to indemnify, defend, and save and hold harmless the State of Washington, its employees, and agents from any and all claims or causes of action for death or injuries to persons or for loss or damage to property to the extent arising from or on account of acts or omissions of OWNER, its officers, employees, agents, or contractors in entering into this agreement or that may occur in the course of Ecology accessing the property pursuant to this agreement. However, the OWNER shall not indemnify the State of Washington, defend, nor save nor hold harmless its employees and agents from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into this agreement or accessing the property pursuant to this agreement.

This Access Agreement between Ecology and OWNER contains all the terms and conditions agreed upon by and between the parties. No other understandings, verbal or otherwise, regarding the subject matter of this agreement shall be enforceable on any of the parties.

Print Name: _____

Sign: _____

Date: _____

