



CONSENT FOR ACCESS TO PROPERTY FORM

SITE INFORMATION

SITE NAME	
SITE ADDRESS	
OWNER	OPERATOR (IF DIFFERENT FROM OWNER)

ACCESS AGREEMENT

I, as owner/authorized representative of _____ (“Owner”), authorize officers, employees, authorized representatives and persons acting at the request of the Missouri Department of Natural Resources (department) to enter and have access to the above named property at the stated location, for purposes of oversight of environmental investigation and remediation under the BVCP. Access shall include but not necessarily be limited to the following activities:

- Walkthroughs of the property, buildings, facilities and operations
- Evaluation and documentation of site conditions
- Verification of information contained in reports submitted to the BVCP
- Observation and oversight of sampling, testing, investigation and remediation activities
- Collection (and/or splitting) of samples of environmental media including soil, groundwater, waste or building components
- Other actions related to the investigation of hazardous substances under the BVCP

The department ensures that:

- Access will be upon reasonable notice, and will be typically (but not necessarily limited to) visits to observe site work planned and performed by the Owner, BVCP applicant or their contractors or agents, under department-approved work plans.
- Department personnel will follow industry standard health and safety practices appropriate for conditions and will abide by health and safety directives communicated by Owner or Applicant or their representatives or contractors, including the use of appropriate personal protective equipment such as hardhats, work boots and safety vests.
- Upon completion of the project, any department material and equipment will be removed from the site.
- This consent shall expire upon department’s issuance of a certificate of completion for this site, participant’s withdrawal from BVCP or termination of participation by the department.
- This consent shall not be construed as or deemed to be an admission of any fact, responsibility, fault or liability in connection with the site.

Owner ensures that:

- Owner shall hold the department harmless from any claims (including, but not limited to, property damage or personal injury) arising from activities reviewed or overseen by the department under this agreement and which have been approved by Owner and conducted under Owner’s supervision.

This Access Agreement may be executed in multiple counterparts, each of which will, for all purposes, be deemed an original but which together will constitute one and the same instrument.

This Access Agreement is executed by duly authorized personnel of the parties to be effective as of the _____ day of _____, 20__ (the “Effective Date”).

SIGNATURES

SITE OWNER SIGNATURE	PRINTED NAME/TITLE	DATE
MISSOURI DEPARTMENT OF NATURAL RESOURCES	PRINTED NAME/TITLE	DATE