

Consent to Enter

RE: CONSENT TO ENTER Grounds of:

PURPOSE: Installation of supplemental grave marker at:

Dear _____ :

Pursuant to Chapter 5119 of the Ohio Revised Code, I hereby grant, on behalf of the State of Ohio ("State") Department of Mental Health and Addiction Services ("Grantor"), this Right of Entry to _____ ("Grantee") for entry of its employees or contractors, granting such employees/contractors the right to enter the _____ property ("Site") owned by the Grantor, for the purpose of installing an approved supplemental grave marker on behalf of a family member of the deceased ("Work").

It is understood that this consent is only for Grantee's employees/contractors to enter the Site to conduct the Work.

The conditions of our consent include that Grantee assumes full responsibility for the actions of its employees/contractors while on the Site and assures that its employees/contractors will:

- 1) Not disrupt or harm any grave markers or any other grave surfaces at the Site, and will not disrupt or harm the existing grave marker on the grave where the supplemental marker is being installed;
- 2) At least five business days in advance of requested entry onto the Site, notify _____ (for COO, or other office to which notice must be given) of the requested dates of entry, persons/entities entering, expected hours and duration of entry, and number and location of supplemental grave marker(s) to be installed;
- 3) Obtain any required licenses or permits for the Work;
- 4) Comply with applicable federal, state and local laws governing all aspects of the Work;
- 5) Ensure that the supplemental marker to be installed has been approved as compliant with OhioMHAS requirements;
- 6) Install the approved supplemental grave marker on an appropriate concrete or compacted base so that the marker is flush with the ground and centered with the top edge of the supplemental stone placed four (4) inches from the front of the original grave marker, and

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- refill/restore the ground and reseed any grassed area that was disturbed;
- 7) Grantee shall indemnify and hold Grantor harmless against, from, and with respect to any and all claims, losses, or damages to persons or property resulting from, arising out of, or attributable to Grantee's, its employees/contractors presence at the Site and performance of the Work;
 - 8) Grantee shall obtain/maintain appropriate liability insurance;
 - 9) Nothing contained in this right of entry shall be construed as constituting Grantor's consent to the performance of any labor or services or furnishing of any materials for the installation or Work;
 - 10) Grantor maintains the right to field observe all Work;

This Consent to Enter will begin upon the date of issuance by OhioMHAS, and shall terminate upon the earlier of _____ or the completion of the Work.

It is understood that this Consent to Enter to permit Grantee's designated employees/contractors, to enter Site owned by the Ohio Department of Mental Health and Addiction Services, is subject to all conditions stated herein. If you concur with the above terms, please indicate your agreement below and return a signed copy of this document by U.S. Mail or email (call for instructions:

Ohio Department of Mental Health and Addiction Services
Office of Capital and Support
Attn: Art Wills
30 East Broad Street, 11th Floor, Room 1160
Columbus, Ohio 43215-3430
Phone: 614-466-3473

Sincerely,

Hamid Mehrizi, Deputy Director
Office of Capital and Support

Agreed, for

:

[Signature, Title]

Date