

**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
INDIANA BROWNFIELDS PROGRAM
PHASE I ESA INITIATIVE**

This Site Access Agreement (“Agreement”) is made by and between _____ (“Owner”), the Indiana Brownfields Program (“Program”), and _____ (“Consultant”) regarding the Owner’s property located at _____ (“Site”), Site Identification Number _____. The Program requests permission for the Consultant to enter the Site for the exclusive purposes of conducting environmental investigation activities associated with petroleum and/or hazardous substances contamination.

1. Owner hereby gives permission to the Consultant or other authorized environmental contractors, Indiana Department of Environmental Management (“IDEM”) employees, Indiana Finance Authority (“IFA”) employees, or other designees authorized by the Program and/or the Consultant (collectively, “Authorized Parties”) to enter upon the Site to perform investigation activities at the Site. This permission is effective immediately upon the execution of this Agreement by Owner and the Consultant and acceptance of the Agreement by the Program.
2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:
 - a. Having access to areas where contamination may exist, including areas where underground storage tanks (“USTs”), aboveground storage tanks (“ASTs”) or petroleum and/or hazardous substances releases are, or are suspected to be, located;
 - b. Investigation of soil and groundwater, including, but not limited to, the installation of soil borings, test pits and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil and sediment samples, the logging, gauging and sampling of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other material deemed appropriate by the Program and the like.
 - c. Survey of asbestos-containing material and lead-based paint conditions.
 - d. On-Site observation and oversight of environmental investigation and/or remediation activities.
 - e. Disclosure of environmental information as required by law.
3. Upon completion of the investigation, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities, but not including paving or concrete replacement at ground surface.
4. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner’s successors and assigns for any contamination discovered on the Site.
5. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.
6. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of the Owner.
7. Neither the State nor the IFA is providing any indemnification, either jointly or severally, to the Owner, the Consultant or its agents, assigns or designees.
8. The Program will supply to Owner all information derived from the environmental investigation activities conducted at the Site. The Program may use such information for any purpose at the Program’s sole discretion. The

Consultant will hold in confidence all such information except as instructed by the Program and the Owner or as required to be disclosed by law.

9. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.

10. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.

11. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.

12. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.

13. This Agreement shall expire upon the Program's issuance of a Comment Letter to the Owner indicating completion of project activities under the Phase I Initiative award.

14. Copies of this Agreement may be executed separately by the parties, and once executed by the parties to this Agreement, all such copies taken together shall constitute a single contract. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes.

_____, Site Owner

Witness

Date

Date

Site Owner's Telephone Number: _____

Site Owner's Mailing Address (if other than Site address): _____

For the benefit of (Insert consulting firm's name):

Consulting firm's signature

Date

Accepted by the Indiana Brownfields Program by:

Andrea Robertson Habeck, CHMM
Environmental Project Manager
Indiana Brownfields Program

Date