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DEPARTMENT OF FORESTRY & FIRE PROTECTION  
OFFICE OF THE STATE FIRE MARSHAL  
BUILDING MATERIALS LISTING PROGRAM  
APPLICATION FOR LISTING SERVICE



Company Name: \_\_\_\_\_

OSFM Assigned Co. Number: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Expedited [ ]

Listing Process per Title 19, §208(b)(8)

Nationally Recognized Testing Laboratory Agency: \_\_\_\_\_ [ ]

Laboratory Certification Letter attached: \_\_\_\_\_ [ ]

APPLICATION IS HEREBY MADE FOR THE FOLLOWING (**CHECK ONE**):

- [ ] **Annual Renewal:** Provide check/money order for \$250.00 (per each listing), current CSFM Listing number for all requested renewals, and a completed application in accordance with Title 19, §206.
- [ ] **Original New listing:** Specify Category No. from CSFM Category List: \_\_\_\_\_  
Provide check/money order for \$1,100.00 (per each listing), copy of complete test report, copy of manufacturer's data sheet/specifications, installation instructions, operations manual, illustrations/drawings, and a completed application in accordance with Title 19, §209.
- [ ] **Technical Revision** to existing Listing No. \_\_\_\_\_  
Provide check/money order for \$650.00 (per each listing), copy of revised test report pages corroborating revision, copy of manufacturer's data sheet/ specifications, description of exact revision (please edit copy of current existing listing), and a completed application in accordance with Title 19, §209.
- [ ] **Original Cross listing** from existing Listing No. \_\_\_\_\_  
Provide check/money order for \$1,100.00 (per each listing), copy of the testing laboratory correlation sheet, copy of the manufacturer's data sheet/specifications and a completed application in accordance with Title 19, §209.
- [ ] **Non-technical Revision** for Listing No. \_\_\_\_\_  
**For Listee's name ( ) and/or address ( ) change only** (Please check appropriate box). **For others, see Technical Revision.** Provide check/money order for \$50.00 (both new and former company) and verification letter from the testing laboratory.  
Name changes require notification on listing company letterhead.

Description of product (make/model, etc.) and explanation of action needed (**MUST BE COMPLETED**):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION:** As company owner, responsible company officer or authorized agent, I certify that I have read and understand the information on the reverse side of this form and that the facts I present to the Office of the State Fire Marshal (OSFM) for review and evaluation are true and accurate.

Signature \_\_\_\_\_ Printed Name of Signee \_\_\_\_\_

Date \_\_\_\_\_ Title of Signee \_\_\_\_\_

**SUBMISSION:** A completed application and all required supplemental data shall be submitted to the address listed below. Evaluations will be reviewed in the order in which they are received at OSFM. ***Failure to supply all needed information (including signature) will result in REJECTION of the application package.***

**Please mail the application to:**

**Office of the State Fire Marshal  
Fire Engineering and Investigations Division  
Building Materials Listing Program  
P.O. Box 944246  
Sacramento, CA 94244-2460  
Phone: (916) 568-3834  
Email: [BML.Program@fire.ca.gov](mailto:BML.Program@fire.ca.gov)**

**For assistance on completing the application, please follow this link for instructions:**

**<https://osfm.fire.ca.gov/divisions/fire-engineering-and-investigations/building-materials-listing/>**

If sent by priority mail (FedEx, UPS, etc.), please send the application to:  
**2251 Harvard Street, 4th Floor  
Sacramento, CA 95815**

**OPTIONAL:** A draft of the proposed or revised listing can be submitted at the time of application. This may assist the evaluator in determining the needs of your company when establishing your listing. OSFM cannot commit to utilizing your draft as final listing language.

#### **PLEASE READ THE FOLLOWING INFORMATION CAREFULLY**

Wherever the provisions herein refer to the OSFM, such reference shall be deemed to include and be a reference to OSFM directors, officers, employees, agents, contractors and subcontractors, and to the contractor's and such contractor's subcontractor's directors, officers, employees and agents.

The listing by OSFM and the report of OSFM concerning the items referred to in the Application does not imply any guarantee or warranty (expressed or implied, and including but not limited to merchantability) by OSFM against defects or failures in service nor any responsibility regarding patent or trademark infringement, misuse of trade secrets or any other aspect of unfair competition. Affirmative actions of OSFM are based primarily on the data submitted by the applicant and the validity and integrity thereof as impliedly represented by applicant in submitting the same. Applicant agrees that it shall have no cause of action or claim against OSFM from time to time arising out of any listing and/or OSFM report, whether or not such listing of OSFM Report are subject to conditions, or out of any denial of this application.



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Applicant agrees to hold OSFM from time to time harmless, and to defend and indemnify them, with respect to any claim, liability, demand, action or judgement arising from the use or operation by any person of the product or service to which the application relates, actual or asserted whether related to the matters set forth in the first sentence of this paragraph or otherwise, whether for personal injury, wrongful death, property damage, or any type of injury or damage whatsoever, whether or not of the same kind of nature as any of the foregoing OSFM's rights pursuant to the foregoing sentence, and applicant's obligations thereunder, shall apply whether or not it is claimed that OSFM was concurrently negligent with others, solely negligent, actively or passively negligent, and whether or not the legal theory of the claimant(s) is on one of the foregoing grounds or some other California law shall apply to the interpretation hereof. If any part of portion of this paragraph, or any application thereof to particular facts, should be determined invalid, the provisions hereof shall be severable to achieve for OSFM the maximum legal application. If this application is for a renewal or revision of an existing approval for listing of OSFM Report, the provisions of this paragraph shall apply from the date of the first approval or OSFM Report regardless of: intervening modifications thereof or modifications pursuant to this application; any prior change in the number assigned to the application or OSFM Report and any prior change in ownership rights in or rights to the OSFM Report whether one or more, since filing of the application resulting in said first approval.

## PERMITTED USES

Applicant agrees not to make advertising use of any OSFM approval, listing and/or OSFM Report. Applicant may make the following uses which shall not be considered as advertising:

1. The entire then current OSFM Listing may be reproduced in applicant's literature or furnished to any person. It shall include the disclaimer language in black border on the bottom of the first page of the listing. Under no circumstances will a partial only be reproduced. No reference to the OSFM listing shall be included in a manner, which could be misleading.
2. The following may be used in lieu of reproducing the entire current OSFM Listing: "This product has been approved by the OSFM pursuant to Section 13144.1 of the California Health and Safety Code. See OSFM Listing No. (insert current number) for allowable values and/or conditions for use concerning material presented in this document."
3. Any use or reference to any OSFM approval, listing and/or OSFM Report shall be followed by the following sentence: "It is subject to re-examination, revision and possible cancellation."

The above does not excuse compliance with any OSFM requirement as a condition of approval, listing and/or the OSFM Report requiring identification, inspection, reference to standards, or other information to be affixed to or labeled upon products.

The applicant hereby waives any rights and immunities for confidential information is-so-far as publication by OSFM or qualifying test results are concerned.

In consideration of the processing of the application the applicant agrees to abide by any conditions attached to any approval, listing and/or report or renewal thereof issued pursuant to the application or any later amendment thereto. The applicant also agrees that the printed provisions set forth herein constitute a part of the applicant's agreement.