

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



Company Nar	Name: OSFM Assigned Co. Number:		Co. Number:	
Primary Conta	act:	Email:		Phone:
Secondary Co	ontact:	Email:		Phone:
<b>A</b>			Expedited	<b>T</b> ''' (2, 2000)(1)(2)
Company Add	Iress:		Listing Proces	s per Title 19, §208(b)(8)
Nati	onally Recognized	Testing Laboratory Ager		
Lab	oratory Certification	<u>Letter attached:</u>		
APF [ ]	<ul> <li>PLICATION IS HEREBY MADE FOR THE FOLLOWING (<i>CHECK<u>ONE</u></i>):</li> <li>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.</li> <li>Original New listing: Specify Category No. from CSFM Category List:</li> <li>Provide check/money order for \$1,100.00 (per each listing), copy of complete test</li> </ul>			
	report, copy of ma	nufacturer's data sheet/sp al, illustrations/drawings, a	ecifications, installation	instructions,
[]	Provide check/mo report pages corre description of example	<b>on</b> to existing Listing No. oney order for \$650.00 (pe oborating revision, copy o ct revision (please edit co ation in accordance with	er each listing), copy of of manufacturer's data s py of current existing lis	heet/specifications,
	Provide check/mc correlation sheet,	<b>sting</b> from existing Listing oney order for \$1,100.00 ( copy of the manufacture ordance with Title 19, §20	(per each listing), copy r's data sheet/specificat	
[]	For Listee's nam box). For others, new and former c	evision for Listing No ne ( ) and/or address ( see Technical Revision company) and verification I equire notification on listin	<ul> <li>Provide check/money letter from the testing la</li> </ul>	order for \$50.00 (both
Description	of product (make/m	nodel, etc.) and explanatio	on of action needed (MI	JST 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 <u>REJECTION</u> of the application package.* 

Please mail the application to:

Office of the State Fire Marshal Fire Engineering and Investigations Division Attn: Cashiers Unit/BML Program P.O. Box 997446 Sacramento, CA 95899-7446 Email: BML.Program@fire.ca.gov

If sent by priority mail (FedEx, UPS, etc.), please send the application to: Office of the State Fire Marshal Attn:Cashiers Unit/BML Program 710 Riverpoint Court West Sacramento, CA 95605 For assistance on completing the application, please follow this link for instructions:

https://osfm.fire.ca.gov/divisions/fireengineering-and-investigations/buildingmaterials-listing/

**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.

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.