

# **APPLICATION FOR DECORATIVE MATERIALS REGISTRATION – CHEMICAL**

Company Name:	
Product Trade Name:	
Physical Address:	
Mailing Address:	
Contact Person:	Email:
Phone Number	Fax:

#### \*Only one mailing address and contact person is permitted per company.

- Chemical Application: Provide check/money order for \$575.00 (for each registration), a complete test report from OSFM approved laboratory, a Safety Data Sheet, a Product Data Sheet, and a completed application.
- Revisions: Registration No.\_\_\_\_\_. Provide description of requested minor revisions (address change, etc.) and a completed application. A change of ownership must be a notarized document on company letterhead signed by the new and existing owners.
- Secondary Registration: Provide check/money order for \$575.00, a completed application, and the following information. The manufacturer of the registered material shall certify in a letter to the OSFM that they agree to furnish the registered material to said company for sale, distribution, or use under the new name. The Concern shall certify in a notarized letter to the OSFM that the material sold, distributed, or used under the new name shall always be identical in all respects to the original.

#### **PRODUCT INFORMATION**

1.	Chemical Formulation:			
2.	Incompatibility (materials to avoid):			
3.	Application: Exterior	Interior 🔲 Both		
4.	Number of washings before retreatment requ	ired:		
5.	. Number of dry cleanings before retreatment required:			
6.	Fabrics for which chemical is to be listed: Fabric: Fabric:	Fabric: Fabric:		
7.	Additional precautions or limitations:			



### Please complete the following section:

- □ I hereby certify that the Flame Retardant Chemical used in our manufacturing process does not contain any chemicals banned by the State of California.
- I hereby certify that I have read and reviewed the Proposition 65 list posted by the Office of Environmental Health Hazard Assessment (OEHHA) and that our product is in compliance with Proposition 65 in the State of California.

**CERTIFICATION:** As company owner, responsible company officer or authorized agent, I certify that I have read and understand the information on this form and that the facts I present to the Office of the State Fire Marshal for review and evaluation are true and accurate. I also certify that this product complies with all applicable California and Federal laws and regulations.

Signature:	Date:
Printed Name	Title:
of Signee:	

**SUBMISSION:** A completed application (on an original application form) and all required supplemental data should be submitted to the address listed below. Checks should be made payable to the CAL FIRE - OSFM. Evaluations will be reviewed in the order in which they are received. Please allow 4-6 weeks processing time. Failure to supply all needed information (including signature or illegible applications) will result in <u>REJECTION</u> of the application package.

For regular mail (application, fee, and sample) send to: CAL FIRE - Office of the State Fire Marshal Cashiers Unit – Flame Retardant Program P.O. Box 997446 Sacramento, CA 95899-7446

For shipping address, FED EX, UPS, etc., send to: ATTN: Cashier's Unit – Flame Retardant Program CAL FIRE - Office of the State Fire Marshal 710 Riverpoint Court West Sacramento, CA 95605

Please send questions to: fr@fire.ca.gov



https://osfm.fire.ca.gov/divisions/fire-engineering-and-investigations/flameretardant-chemicals-and-fabrics

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

Wherever the provisions herein refer to the Office of the State Fire Marshal, also referred as OSFM, such reference shall be deemed to include and be a reference to OSFM's directors, officers, employees, agents, contractors, and subcontractors, and to the contractor's and such contractor's subcontractor's directors, officers, employees, and agents.

The registration by OSFM concerning the items referred to in the Application (OSFM Report 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 in regard to 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 registration and/or OSFM report, whether or not such report is 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 judgment 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 there under, 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 so as to achieve for OSFM the maximum legal application. If this application is for a renewal or revision of an existing approval for a registration or 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, registration and/or OSFM Report. Applicant may make the following uses, which shall not be considered as advertising:

- 1. The entire current OSFM Registration Logo with product number may be reproduced in applicant's literature or furnished to any person.
- 2. No reference to the OSFM approval/registration shall be included in a manner which could be misleading.
- 3. Any use or reference to any OSFM approval, or test 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.
  - The applicant hereby waives any rights and immunities for confidential information in-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, registration 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.