



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
FIRE ENGINEERING & INVESTIGATIONS DIVISION
VAPOR RECOVERY PROGRAM
APPLICATION FOR VAPOR RECOVERY CERTIFICATION



Manufacturer: _____ Company Number: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title _____

Telephone: _____ Fax: _____ Email: _____

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

☐ **New certification of gasoline vapor recovery system:** Provide check/money order for \$135.00, copy of complete test report, copy of manufacturer's data sheet/specifications and a completed application. Describe the product on page 2 of this form.

☐ **New certification of gasoline vapor recovery component:** Provide check/money order for \$85.00, copy of complete test report, copy of manufacturer's data sheet/specifications and application. Describe the product on page 2 of this form. Specify component type.

☐ Dispensing Nozzle

☐ Swivel

☐ Pressure/Vacuum Valve

☐ Break-away Valve

☐ Hose Assembly

☐ Other _____

☐ **Revision of existing vapor recovery system certification:** Provide check/money order for \$135.00, copy of existing certification, copy of test report corroborating revision, copy of manufacturer's data sheet/specifications, description of exact revision (may use edited copy of existing certification), and a completed application. Describe revision requested on page 2 of this form.

☐ **Revision of existing vapor recovery component certification:** Provide check/money order for \$85.00, copy of existing certification, copy of test report corroborating revision, copy of manufacturer's data sheet/specifications, description of exact revision (may use edited copy of existing certification), and a completed application. Describe revision requested on page 2 of this form.

SUBMISSION:

All required data should be submitted to the email or address listed below. Failure to supply all needed information will result in rejection of the application package.

Email: CALFIRESFMHQMailVR@fire.ca.gov

Address: Office of the State Fire Marshal
Fire Engineering and Investigations Division
Attn: Cashiers Unit/Vapor Recovery Program
P.O. Box 997446
Sacramento, CA 95899-7446

For priority mail (FedEx, UPS, etc.), please send to:
Office of the State Fire Marshal
Fire Engineering and Investigations Division
Attn: Cashiers Unit/Vapor Recovery Program
710 Riverpoint Court
West Sacramento, CA 95605

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 California Office of the State Fire Marshal (OSFM) for review and evaluation are true and accurate.

Signature: _____ Printed name of Signee: _____

Title of Signee: _____ Date: _____

Description of product (make/model, etc) and explanation of action needed:

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'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 certification or the report of OSFM concerning the items referred to in this 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 the 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 approval, certification and/or OSFM report, whether or not such approval, certification or OSFM 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 or 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, certification or OSFM report, the provisions of this paragraph shall apply from the date of the first certification 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 certification and/or OSFM report. Applicant may make the following uses which shall not be considered as advertising:

1. The entire then current certification or OSFM report may be reproduced in applicant's literature or furnished to any person. It shall include the disclaimer language on the bottom of the first page of the certification. Under no circumstances will a partial certification only be reproduced. No reference to the certification or OSFM report shall be included in a manner which could be misleading.
2. The following may be used in lieu of reproducing the entire current OSFM certification: "This product has been certified by the OSFM pursuant to Section 41955 of the California Health and Safety Code."
3. Any use or reference to any OSFM certification 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, certification or 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 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, certification 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.