



RELMARK GROUP

Risk Management Advocates for Fire Sprinkler Contractors

Release from Liability When Minimum CPVC Cure Times Can Not Be Met

RelMark Program Managers directs their contractors to follow a minimum cure time of 24 hours for all CPVC work. Communicating this practice, before service work begins, is essential to good client relationships. **But what if the AHJ, building owner, or other responsible party insists a system be charged with water before the appropriate cure times can be met? Should your standard operating procedures be thrown out the window?**

As a contractor, you do have options. Educating the other party as to the reasons why the additional cure time is so critical, may be all it takes to get agreement. Armed with the knowledge of increased likelihood of water damage, the building owner will be more agreeable to a 24-hour, or greater, cure time.

In some cases, educating the other party will not have the desired effect. In these instances, the prospective job may not be worth the added revenue. In other words, the dollar **not** made today may be saving your company thousands of dollars in avoided losses. Insurance may not cover all expenses that arise from a loss. Some statistics place indirect costs to you (i.e. those not covered by insurance, including lost revenue for the man-hours of cleanup, internal meetings/investigation of the loss and negative media attention) at up to 70% of the actual insurable loss.

For those situations where you are required to charge a system with water before you would normally do so, a *Release of Liability* form is an appropriate safeguard. Attached are two sample pages which are intended to be used together as one document. The first page, entitled Customer Notification, is the educational component. The second page is the Release of Liability. ***These are sample documents for illustration purposes. It is important to consult with your legal council, as different local and state laws will influence the specific wording of any release.***

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[Place on Letterhead]

CUSTOMER NOTIFICATION

Project Name _____

Project Address _____

Building Number _____ Unit Number _____

Contractor, Owner, Property Management Co., or other Owner Representative:

Name _____

Address _____

Phone Number _____

[Insert Company Name] is committed to providing our customers with a quality work product. The sprinkler system in which work was completed contains CPVC piping components, joints, and fittings, which are solvent cemented together. As directed by the respective manufacturer of such materials, the repair or modified components must be afforded sufficient time to allow the cement binding the components to fully cure and harden before the system in which the components are incorporated can be recharged with water or put into operation. *It is [Insert Company Name]'s practice and policy that all CPVC cemented joints must be allowed to cure for at least **24 hours** before the system is recharged with water. This policy of requiring at least a 24-hour cure time for cemented joints when CPVC pipe or fittings are used **is for your protection.** It is also required of us by our insurance underwriter and is consistent with good installation practice.*

While the manufacturers guidelines may appear to allow cure times of less than 24 hours, in practice, CPVC cement cure times vary widely depending on such things as pipe size, temperature, humidity, age of the solvent cement, cut of the pipe, and dirt or moisture on the pipe. These factors impede the curing of CPVC cement and make the practice of curing for a minimum of 24 hours a practical approach. In some circumstances, the manufacturers recommended cure times may be even greater than 24 hours, in which case, our policy is to adhere to the longer specified times.

With a minimum of a 24-hour cure time, the sprinkler system, or a portion of the sprinkler system, will be out of service while the cement cures. It is the responsibility of the building owner or representative to maintain a safe environment during the system modification/repair. This may include instituting and maintaining a fire watch in the building while the sprinkler system is out of service. Your property insurance carrier should be notified of the sprinkler shut down and they may advise you to take additional precautions.

_____ Customer
Initials

RELEASE OF LIABILITY AND INDEMNITY

[Insert Company Name] asks, as a precondition of and in consideration of our proceeding with work on your fire sprinkler system, which has CPVC piping, that you acknowledge that you understand that a cure time of at least 24 hours, or longer if required by the manufacturer, must be allowed for all CPVC cemented joints. **FURTHER, YOU HAVE READ THE ATTACHED CUSTOMER NOTIFICATION, UNDERSTAND AND AGREE THAT [Insert Company Name] WILL BE RELEASED AND DISCHARGED OF RESPONSIBILITY OR LIABILITY TO YOU OR THE OWNER OR ANYONE CLAIMING THROUGH OR ON BEHALF OF YOU OR THE OWNER FOR ANY LOSS, INJURY OR DAMAGE, INCLUDING WITHOUT LIMITATION FOR ANY DAMAGE TO THE SPRINKLER SYSTEM OR WATER DAMAGE TO OR FLOODING OF THE BUILDING OR ITS CONTENTS, OR USE OF THE PROPERTY, CAUSED BY THE FAILURE OF ANY SUCH CEMENTED JOINT, WHERE THE AUTHORITY HAVING JURISDICTION (E.G. THE FIRE MARSHAL) OR THE OWNER OR ITS REPRESENTATIVE DIRECTS, REQUIRES OR PERMITS THE AFFECTED SYSTEMS TO BE FILLED WITH WATER, RECHARGED, AND OR OTHERWISE PUT BACK INTO SERVICE SOONER THAN THE 24 HOUR OR LONGER CURE TIME PERIOD. ADDITIONALLY, YOU ACKNOWLEDGE AND AGREE THAT THE OWNER SHALL INDEMNIFY AND HOLD HARMLESS [Insert Company Name] FOR ANY AND ALL CLAIMS ASSERTED AGAINST IT ARISING OUT OF SUCH AN OCCURRENCE.**

The undersigned represents himself or herself as an authorized representative of the owner and hereby acknowledges this notice and agrees to the foregoing conditions to performance by [Insert Company Name].

Signature _____

Print Name _____

Company _____

Title _____

Date _____