

SMOKE DETECTOR & FIRE EXTINGUISHER AGREEMENT

I (we) do hereby acknowledge receipt of ____smoke detection devices and ____fire extinguisher(s) in good working condition and properly installed.

REPAIR. I (we) agree that it is our duty to regularly test the smoke detector(s) and/or fire extinguisher(s) and agree to notify owner or agent immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s). Owner shall repair or replace the smoke detector(s) and/or fire extinguisher(s), assuming the availability of labor and materials in the event we notify owner or agent of any defect in writing.

MAINTENANCE. I (We) agree to replace the smoke detector(s) battery, if any, at any time the existing battery becomes unserviceable.

REPLACEMENT. I (We) agree to reimburse owner or agent upon request, for the cost of a new smoke detector(s) and/or fire extinguisher(s) and the installation thereof in the event the existing smoke detector(s) and/or fire extinguisher(s) becomes damaged by me, my guests or invitees.

DISCLAIMER.

I (We) acknowledge and agree that owner or agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s) and/or fire extinguisher(s)
I (We) assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s), regardless of whether such malfunction or failure is attributable to connected with, or in any way related to the use, operation, manufacture distribution, repair, servicing or installation of said smoke detector(s) and/or fire extinguisher(s).

No representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by owner, its agents or employees to me regarding said smoke detector(s) and/or fire extinguisher(s), or the alleged performance of the same, owner or agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and/or fire extinguisher(s) and expressly disclaims all warranties of fitness for a particular purpose, of habitability, or any and all other expressed or implied property caused by (1) My failure to regularly test the smoke detector(s) and/or fire extinguisher(s): (2) My failure to notify owner or agent of any problem, defect, malfunction, or failure of the smoke detector(s) and/or fire extinguisher(s): (3) theft of the smoke detector(s) and/or fire extinguisher(s) or its serviceable battery; and/or (4) false alarms produced by the smoke detector(s).

TENANT

TENANT

DATE

DATE

**Form provided by:
LAW OFFICES OF
HEIST, WEISSE & WOLK, P.A.
1 800 253 8428**