

Ventilation System Health Affidavit

Notwithstanding any other agreement, _____
(hereinafter called "vendor") warrants that when operated and maintained in accordance with manufacturers' specifications, the ventilation system to be installed at _____ (hereinafter called "establishment") specified in the bid or quotation dated _____ will reduce levels of secondhand smoke below the level of risk for causing adverse health consequences in nonsmokers including, but not limited to, effects on the heart and blood; lung and other cancers; and wheezing, asthma and other respiratory problems. Vendor agrees to indemnify and hold harmless _____ (hereinafter called "purchaser") for all legal liability, including legal fees, actual and punitive damages purchaser incurs as a result of secondhand smoke exposure to members of the public or employees at the establishment where this equipment is installed. This indemnification includes, but is not limited to, claims made under workers' compensation, the Americans With Disabilities Act, and common tort law. This agreement can only be amended or waived by explicit agreement.

Vendor

Date

Purchaser

Date