



**Bureau of Workers'
Compensation**

**Application for Safety Intervention
Grant for Firefighters Exposure to
Environmental Elements**

Instructions

This grant, if approved, provides a 5-to-1 match up to \$15,000 for employers with payroll equal or greater than \$500,000. For employers with less than \$500,000 annual payroll, no match is required from the employer.

You must complete all sections of the application. Please type or print clearly. BWC will review your application to approve or deny the grant. Therefore, the information you provide on this application must describe the significance of the problem and the effectiveness of the proposed solution. BWC will return incomplete applications.

For BWC to consider the application complete, you must fill in sections I-VI. This part of the application contains sections I - IV. Sections V and VI include the budget page with vendor quotes(s) and statement of agreement. You complete these sections after downloading them from the [BWC webpage](#).

Mail the completed application, budget page and the statement of agreement to the address below. Include your vendor quote and other supporting documentation. Sections V (budget page) and VI (statement of agreement) requires signatures, employer's legal name and principal business location.

Address: Ohio Bureau of Workers' Compensation
Safety Intervention Grant Program
13430 Yarmouth Drive
Pickerington, Ohio 43147-8310

Contact us

If you have questions about the application process, please contact BWC via:

Phone: 1-800-644-6292

E-mail: DSHSG@bwc.state.oh.us

Section I: Employer information

Name of employer: City of Olmsted Falls

Doing business as (DBA) name: Olmsted Falls Fire Department

Address: 9274 Columbia Roa

City: Olmsted Falls

State: Ohio

ZIP code: 44138

County: Cuyahoga

Employer BWC policy number: 31808702

Federal tax ID number: 34-6002096

Employer contact name: Matt Sheehan

Title: Chief

Telephone number: 440-235-3238

Ext. _____

E-mail address: msheehan@olmstedfalls.org

Employer website: olmstedfalls.org

Section II: Fire department demographics and description of the problem

Overview

1. How many firefighters are active members of your department
(Note: answer must equal the combined responses for questions 2 & 3)

28

2. How many are full-time career firefighters?

8

How many are part-time/intermittent firefighters?

20

3. How many are volunteer firefighters?

0



4. How many total calls did you make last calendar year?
1245
5. How many EMS calls did you make last calendar year?
910
6. How many fire calls did you make last calendar year?
21
7. How many HazMat calls did you make last calendar year?
33
8. Do you already have a turn-out gear washer/extractor? ☒ Yes ☐ No ☐ Unsure
9. Do you already have a diesel exhaust extraction system? ☒ Yes ☐ No ☐ Unsure

Section III: Description of solution

1. Please identify the item(s) below that you are applying for.
 - ☐ Diesel exhaust systems: Source (tailpipe) capture system.
Note: Funding cannot be used for general dilution or filtration ventilation systems.
 - ☒ Extractors/washing machines: Fire fighting turnout gear cleaning machines.
 - ☐ Particulate barrier hoods that meet the design and performance requirements of NFPA 1971.
 - ☐ Washable structural fire fighting gloves that meet the design and performance requirements of NFPA 1971.

2. Describe the equipment you will purchase.

Our gear washer and dryer were purchased in 2004 and are in need of replacing.

Washer (1) UniMac Washer-ext 30lb. Model UCT030NNOFX 2078/220-240/60/1-3

Dryer (1) UniMac 35lb Natural Gas Dryer, Model UTO35NFNONB 120/60/1 with dual digital timer, non-reversing cycle

3. Describe how you will implement the equipment.

The equipment will replace the washer and dryer that were purchased in 2004.

Section IV: Implementation timeline

1. Provide the name and the title of the person responsible for implementation.
Fire Chief Matt Sheehan
2. Provide the name and the title of the person responsible for training staff on the use of the equipment.
Fire Chief Matt Sheehan
3. Provide the time it will take to order and deploy the equipment. The time should begin with the date of the grant warrant or EFT. (Note: You should not order the intervention until BWC approves the application and you receive the grant funds.)
I have a quote from Belenky Laundry and Dry Cleaning Systems. Within 30 days of approval
4. Provide the name and title of the person responsible for completion of BWC-required one-year follow-up report.
Chief Matt Sheehan



**Bureau of Workers'
Compensation**

**Application for Safety Intervention
Grant for Firefighters Exposure to
Environmental Elements**

Section V: Budget

Step 1: Please provide the proposed budget for the project.

Note: You may only use the FEEEG grant to purchase the items detailed on the grant [web page](#). You may not use FEEEG grant for recouping the cost of any prior and/or ongoing interventions or for rented or leased equipment. In addition, you may not use the FEEEG grant to pay for salaries, wages, internal labor, employee training on grant purchased equipment or any costs associated with preparing the application.

You must make all grant purchases and implement the intervention equipment within 90 days after the date on the BWC grant check or the electronic fund transfer.

Note all itemized expenses associated with the project. Indicate exact costs. Do not round figures. All budgets **MUST** have vendor price quotes attached for each individual item. You must subtract all discounts and/or equipment trade-ins from the project total prior to determining the amount requested from BWC. No erasures or whiteout permitted on this page. This paragraph also applies to Step 1b.

Step 1a – Employers with payroll less than \$500,000 are to complete the table under Step 1a. NO match is required.

Item	Quantity	Cost	Total
			0
			0
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

Subtotal \$ 0.00

Freight \$

Tax \$

Employers must list all discounts and/or trade-in amounts and subtract them from the project total prior to determining the amount requested from BWC. These must be included on the vendor price quote.

Total budget \$ 0.00

Amount requested from BWC \$ 0.00

NOTE: Total amount supplied by BWC, (either **\$15,000 or less, or remaining funds available**)

Step 2: Complete the questions below and sign.

Do you have ownership, partnership or any other affiliation with the vendor of the equipment you are purchasing? Yes ☐ No ☒

If yes, please explain _____

Authority – The person signing below for the employer state that he or she is either the owner, chief executive officer, chief financial officer, plant manager or other person having fiduciary responsibilities with the employer; and the employer agrees that the signer or his, or her successor, will have the authority to oversee the carrying out the employer's responsibilities for two years after BWC issues the grant check. The signer's authority shall continue until the employer notifies BWC of the name of the successor.

By my signature, I agree to comply fully with the terms and conditions of the program and to use all monies solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and/or, misleading or fraudulent statements made and/or if funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or services not associated with the approved budget and/or itemized proposal submitted.

Name of duly authorized representative (please print) _____

Signature of duly authorized representative _____

Date

M	M	/	D	D	/	Y	Y
---	---	---	---	---	---	---	---

Title _____

Employer name _____ BWC Policy _____

BWC-6684 (Rev. Nov. 1, 2018)

SH-54



Bureau of Workers'
Compensation

Application for Safety Intervention
Grant for Firefighters Exposure to
Environmental Elements

Step 1b – Employers with payroll greater than or equal to \$500,000 are to complete the table under Step 1b. This requires a 5-to-1 match.

Item	Quantity	Cost	Total
UniMac Washer Model UCT030NNOFX 208/220-240/60/1-3	1	\$ 7,598.00	\$ 7,598.00
UniMac Dryer Model UTO35NFNONB 120/60/1	1	\$ 4,513.00	\$ 4,513.00
8" steel mounting base	1	\$ 379.00	\$ 379.00
		\$	\$ 0.00
		\$	\$ 0.00
		\$	\$ 0.00
		\$	\$ 0.00
		\$	\$ 0.00
		\$	\$ 0.00
		\$	\$ 0.00
		\$	\$ 0.00

Subtotal \$ 12,490.00

Freight \$ 0.00

Tax \$ 0.00

Employers must list all discounts and/or trade-in amounts and subtract them from the project total prior to determining the grant match. These must be included on the vendor price quote.

–0.00

Total budget \$ 12,490.00

Step 2: To determine the grant amount you are requesting for equipment, please complete the formula below.

Total amount of project (from Step 1b) _____ A \$ 12,490.00

Total amount supplied by BWC, (either \$15,000 or less, or remaining funds available) _____ (A x 5) / 6 = B \$ 10,408.33
(multiply A by 5, then divide by 6)

Total amount supplied by the employer for equipment _____ A-B \$ 2081.666666

Complete the questions below and sign.

Do you have ownership, partnership or any other affiliation with the vendor of the equipment you are purchasing?

If yes, please explain No

Are you planning to finance your portion of the grant project? Yes ☐ No ☒ If yes, you must provide us with a copy of the loan agreement with your receipt documentation once you receive the grants funds and make your purchase.

Authority – The person signing below for the employer state that he or she is either the owner, chief executive officer, chief financial officer, plant manager or other person having fiduciary responsibilities with the employer; and the employer agrees that the signer or his, or her successor, will have the authority to oversee the carrying out the employer's responsibilities for two years after BWC issues the grant check. The signer's authority shall continue until the employer notifies BWC of the name of the successor.

By my signature, I agree to comply fully with the terms and conditions of the program and to use all monies solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and/or, misleading or fraudulent statements made and/or if funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or services not associated with the approved budget and/or itemized proposal submitted.

Name of duly authorized representative (please print) Terry Veloski

Signature of duly authorized representative Terry Veloski Date 02/19/20

Title Assistant Finance Director

Employer name City Of Olmsted Falls

BWC Policy 31808702



Section VI. AGREEMENT between OHIO BUREAU OF WORKERS' COMPENSATION

and City of Olmsted Falls

Employer's Full Legal Name

Agreement between the Ohio Bureau of Workers' Compensation and Employer

This is an agreement by and between City of Olmsted Falls (hereinafter, "Employer/Grantee"), with its principal place of business located at 26100 Bagley Road, Ohio 44138, and the State of Ohio, Bureau of Workers' Compensation (hereinafter, the "BWC"), having offices at 30 W. Spring St., Columbus, OH 43215-2256, entered into the day, month and year set out below.

Whereas, the administrator of workers' compensation may issue a grant to defray the costs incurred by an employer who elects to participate in the Safety Intervention Grant Program, pursuant to Ohio Administrative Code Rule (OAC) 4123-17-56, wherein an employer may receive grant monies for projects which substantially reduce or eliminate the risk of workplace injuries and illnesses, called herein Safety Intervention Grant Program.

Therefore, for good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree to the following conditions.

Eligibility — Acceptance of the employer into the Safety Intervention Grant Program is contingent upon the employer's: (a) submission and approval of an application, (b) demonstrated need for intervention, e.g. completion of a risk assessment, and (c) having active Ohio workers' compensation coverage and being current with respect to payroll reporting and payments due to any fund administered by BWC as of the date of execution of this agreement and for its duration.

Distribution of grant monies — Subject to the conditions precedent in this agreement and subject to available BWC resources, the employer and BWC mutually understand and agree that the total sum of the Firefighters Exposure to Environmental Elements grant to be issued by BWC shall not exceed \$15,000. For employers with payroll greater than or equal to \$500,000, BWC shall provide a matching grant, a 5-to-1 ratio of the monies contributed by the employer, whether a public or private employer, and that the maximum grant amount shall not exceed \$15,000. The employer must contribute \$3,000 in order to receive the maximum grant amount of \$15,000. The employer understands and acknowledges that BWC will not issue a grant matching any expenditures that exceed \$3,000. For employers with payroll less than \$500,000, BWC shall not require a match. The employer, whether a public or private employer, shall not receive a grant that exceeds \$15,000.

Employer responsibilities — The employer participating in the Safety Intervention Grant Program, in consideration of a grant given to it, promises to fully comply with the program requirements as outlined in the Application and Instructions and OAC 4123-17-56, all of which are fully incorporated herein by reference. *The employer will be responsible for using the awarded grant in the manner for which it is intended, and will be required to provide BWC with documentation. This documentation may include, but is not limited to, original invoices, canceled checks, and periodic reports to confirm that all funds were spent and applied toward the approved intervention.* The employer understands that approved safety intervention equipment may not be rented or leased. The employer agrees to allow a BWC safety consultant to conduct a comprehensive safety evaluation of their overall safety practices. If a conditional approval is granted, the employer agrees to satisfy the stated conditions by the specified date. Further, the employer agrees not to eliminate jobs due to participation in the Safety Intervention Grant Program.

The employer agrees to allow BWC to visit the employer and complete a Pre report and assessment before approval of the application, and/or a Post report and assessment after the approval of the grant application, based on the information provided in the application. BWC reserves the right to randomly sample for environmental elements during the worksite visits. All interventions must receive approval prior to purchase in order to qualify for the grant, and any proposed changes must be agreed to by BWC prior to making the change. The employer agrees to allow BWC to publish safety intervention grant results including, but not limited to, data, videos, specifications, and/or photos for the purposes of illustrating, educating, and training employers and employees.

Time of performance — *Employers must make all equipment purchases and implement the approved intervention equipment within 90 days of BWC issuing the grant check or electronic fund transfer. BWC will consider allowing additional time, up to a maximum of 90 days, upon the request of the employer. However, the extension must be made within the initial 90 day period. Within 30 days of the 90 day purchase period, the employer will be required to provide BWC with a check for all unused grant monies, a copy of the approved budget and itemized expense report, original paid invoices/receipts pertaining to all equipment and/or services purchases, and copies of all cancelled checks to support that all invoices associated with the intervention were paid in full.*

The employer shall provide BWC a one year case study after the equipment implementation date. The employer shall complete and submit the one year case study report via the grant web page case study link. If the report is not filed, or if the report is not completely filled out, the employer shall be liable to repay the full amount of the grant.

Disqualification — If for any reason the employer participating in the Firefighters Exposure to Environmental Elements grant program fails to satisfy one or more of the criteria established in the Application and Instructions, OAC 4123- 17-56, and this agreement, the employer may be disqualified from the program. *Disqualification will result in the termination of BWC's obligations under this agreement. BWC reserves the right to recover grant monies by one or more of the following methods: billing the employer for the grant money received, forwarding the employer's information to the Office of the Attorney General of Ohio for collection, set-off, recoupment, or other administrative, civil and/or legal remedy.*

If the employer merges or combines its business after receiving a grant, but before completing the one year case study report, the BWC Successorship Liability Policy will go into effect. The grant/predecessor employer is responsible for notifying the successor employer of the obligations under the Safety Intervention Grant Program. The successor employer may be liable to repay any and all previously paid grant monies if these obligations are not met.



Bureau of Workers' Compensation

Application for Safety Intervention Grant for Firefighters Exposure to Environmental Elements

Disclaimer — If implemented correctly by the employer, the goal of the Safety Intervention Grant Program is to substantially reduce or eliminate injury and illness in the workplace and, hence, claims associated with the affected processes. BWC does not guarantee or warrant that the implementation of such a plan will result in a substantial reduction or elimination of injuries and illnesses in the workplace. In the event of an injury or occupational disease arising from the implementation of the program, the employer and the employee's sole and exclusive remedy shall be pursuant to workers' compensation laws of the appropriate jurisdiction. In no event, shall BWC be liable for any damages in contract or in tort.

Ohio elections law: Grantee hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13

Conflicts of interest and ethics compliance certification: Grantee affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, Grantee affirms that a person who is or may become an agent of Grantee, not having such interest upon execution of this Contract shall likewise advise the Bureau in the event it acquires such interest during the course of this Contract.

Grantee agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Bureau or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

Non-Discrimination and Equal Employment Opportunity: The Grantee will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders. The State encourages the Grantee to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

initials

By initialing this box, the employer agrees that prior purchases have not been made. The employer also confirms understanding that all grant approved purchases are to be purchased and implemented within 90 days after the date on the BWC grant check or the date of the electronic fund transfer. Additionally any changes to the original intervention must receive prior approval by BWC.

initials

Authority — By initializing this box, the person signing below for the employer state that he or she is either the owner, chief executive officer, chief financial officer, plant manager or other person having fiduciary responsibilities with the employer; and the employer agrees that the signer or his, or her successor, will have the authority to oversee the carrying out the employer's responsibilities for two years after BWC issues the grant check. The signer's authority shall continue until the employer notifies BWC of the name of the successor.

By my signature, I agree to fully comply with the terms and conditions of this agreement and the program and to use all monies solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and misleading or fraudulent statements made and/or if funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or services not associated with the approved budget and/or itemized proposal submitted.

Modifications: The parties may, in writing and by mutual agreement, amend, modify, supplement or rescind the terms of this agreement.

In witness whereof, the parties hereunto affix their signatures this day of 02 12, 2020
Month Day

Employer's full legal name City of Olmsted Falls

Federal tax I.D. 34-6002096

Title Assistant Finance Director

Name (please print) Terry Veloski

Signature

State of Ohio, Bureau of Workers' Compensation
Safety Intervention Grant Program, November 2018



Laundry & Dry Cleaning Systems Consultants

1601 Frederick Blvd.
Akron, OH 44320-4092
Local 330-867-3333
Toll Free 800-235-3659
Fax 330-867-7798
www.belenkyinc.com

Page 1

QUOTATION

DATE: November 20, 2019

EXPIRATION DATE: March 1, 2020

TO: Mr. Matt Sheehan
Olmsted Falls Fire Department
9274 Columbia Road
Olmsted Falls, OH 44138

PHONE: (440) 235-3238

EMAIL: msheehan@olmstedfalls.org

Ty Bromund
Tbromund@olmstedfalls.org

BELENKY REPRESENTATIVE		PAYMENT TERMS	FOB	ESTIMATED SHIPPING DATE
Mike Moore, ext. 214		20% down with order, balance due on receipt of invoice. Payment by bank transfer or check.	Origin	ARO 2-3 weeks
QTY	DESCRIPTION		UNIT PRICE	LINE TOTAL
1	UniMac Washer-ext, 30 lb. Model UCT030NN0FX 208/220-240/60/1-3 Cleans (4) pieces of turn out gear 542 RPM/ 100 G-Force, Utility Requirements: Circuit breaker: 15 amp water inlet - (2) @ 3/4", drain (1) @ 3" Dimensions: 29" wide X 35.29" deep X 46.45" high		\$ 7,598.00	\$ 7,598.00
1	8" steel mounting base		\$ 379.00	\$ 379.00
1	UniMac 35 lb. Natural Gas Dryer, Model UT035NFN0NB 120/60/1 Dual Digital Timer, Non-Reversing cylinder. Utility Requirements: Circuit breaker - 15 amp, 14 awg, Gas line - 1/2"; dimensions - 31.5" wide X 45.5" deep X 63.9" high		\$ 4,513.00	\$ 4,513.00
TOTAL				\$ 12,490.00
Installation and freight is included in above price.				
Installation includes unbolt, disconnect and remove existing UniMac 30 lb. washer with base and (1) UniMac 35 lb. gas dryer. Deliver to job site, set in place and level all equipment. Bolt down and grout one washer to proper floor foundation poured to manufacturer specifications (see installation manual) . Make final connections to properly sized water, drain, electric, gas, venting, ductwork and make-up air brought by others to within 3' of all connection points (see installation manual) with shut-offs and disconnects. Start-up, check-out and operator training. Proper clearance through all doorways are customer's responsibility . All work quoted for normal weekday work hours. Non-union.				
Unforeseeable site conditions may result in additional charges				
WARRANTY				
<ul style="list-style-type: none">• Five (5) year manufacturers limited warranty on basket, shaft, frame, bearings and seals.• Three (3) year manufacturers limited warranty on all other parts.• Thirty (30) days labor warranty.• Warranty parts excludes freight				

NOTE: TERMS SET FORTH ON THE REVERSE SIDE ARE THE ONLY ONES UPON WHICH WE WILL ACCEPT ORDER. DIRECT YOUR ATTENTION TO THE PROVISIONS CONCERNING WARRANTY AND LIABILITY OF THE SELLER.

TERMS AND CONDITIONS OF SALE

1. Acceptance of a purchase order for equipment (the "Equipment") by the Seller pursuant to this Quotation is limited to these Terms and Conditions of Sale. Any modification of these Terms and Conditions, to be valid, must be acknowledged in writing by the Seller. Any form of Purchaser containing additional or contrary terms and conditions of sale shall not have the effect of deleting, modifying or adding to these Terms and Conditions, unless expressly accepted in writing by the Seller.
2. New Equipment is purchased F.O.B. factory of the manufacturer. Used Equipment is purchased F.O.B. Seller's warehouse. Risk or loss of, or damage to, the Equipment passes to Purchaser upon tender of the Equipment by Seller to a carrier for shipment to Purchaser or, in the event that Purchaser causes a delay in shipment, when the Equipment is ready to be shipped to Purchaser. Installation, freight and rigging of the Equipment are Purchaser's expenses and are not included in the above price unless written into the contract and accepted by the Seller.
3. Seller shall not be responsible for any delays or failure in delivery due to causes beyond its control, such as, but not limited to strikes, fires, floods or other acts of God, factory delays, acts of public enemies, mobs or rioters. Seller shall not be responsible for the unavailability of any piece of equipment from a manufacturer.
4. Seller makes NO WARRANTY WITH REGARD TO THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE EQUIPMENT IS MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE. To the extent that new Equipment is subject to any manufacturer's warranty, and to the extent that such warranties may be transferred by Seller to Purchaser, Seller hereby transfers such warranty. Used and/or reconditioned Equipment is purchased "AS IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT SUCH EQUIPMENT IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. All transferred warranties are governed by, and subject to, all terms, conditions, and limitations set forth therein.
5. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT OR SPECIAL DAMAGES ARISING, DIRECTLY OR INDIRECTLY, WITH RESPECT TO ANY TERM OR PROVISION OF THIS CONTRACT, OR ARISING OUT OF THE SALE OR USE OF THE EQUIPMENT OR THE FAILURE THEREOF, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IT IS FURTHER AGREED AND UNDERSTOOD THAT THE PRICE OF THE EQUIPMENT IDENTIFIED HERETO IS CONSIDERATION FOR LIMITING THE SELLER'S LIABILITY. NO LIABILITY SHALL RESULT FROM DELAY IN PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT BY SELLER DUE TO ANY CIRCUMSTANCES BEYOND SELLER'S CONTROL. NO ACTION OR SUIT TO ENFORCE PURCHASER'S RIGHTS AND REMEDIES ARISING FROM THIS SALE SHALL BE COMMENCED LATER THAN ONE YEAR FROM THE DATE OF SHIPMENT.
6. Purchaser agrees to indemnify, hold harmless and defend Seller from and against all liability expenses based upon bodily injury, property damage or economic loss, arising, directly or indirectly, in respect of the Equipment or the use, failure or transportation thereof, as are caused by the negligent acts or omissions of the Purchaser or Purchaser's agent or employees.
7. Purchaser warrants that any Equipment given or sold by Purchaser to Seller is owned by Purchaser and is fully paid for and free of lien.
8. Purchaser hereby grants a security interest in the Equipment purchased herein in order to secure the unpaid balance of the purchase price for the Equipment. This security interest will secure such unpaid balance whether the unpaid balance is represented by an open account or by a separate promissory note. Purchaser agrees that it will execute Uniform Commercial Code financing statements, in a form acceptable to the Seller, covering the Equipment described herein. If at the time this Purchase Agreement or the financing statements described above are executed the serial numbers for the Equipment are not available, Purchaser authorizes Seller to insert the appropriate serial numbers in this Purchase Agreement and the financing statements when such numbers become available.
9. Upon a default in payment of the unpaid purchase price for the Equipment or any other default in connection with a purchase, Seller shall have the right to demand immediate payment of the total unpaid purchase price (or immediately declare all payments due under any promissory note evidencing the unpaid purchase price) and take all actions and remedies available to the Seller under applicable law, including without limitation, repossession of the Equipment.
10. It is the present intention of the Purchaser to keep the Equipment at the location described on the opposite page. Until the purchase price is paid in full, the Purchaser will not remove the Equipment from this location without the prior consent of the Seller.
11. Purchaser agrees to keep the Equipment insured with a reputable insurance carrier against loss or damage.
12. The terms hereof shall survive (i) delivery of the Equipment ordered hereunder, and (ii) the signing of an additional security agreement by Purchaser and Seller relating to such Equipment. If said terms conflict with such security agreement, the terms of the latter shall control.
13. This offer is subject to acceptance by an Officer of Seller at Akron, Ohio.
14. All purchases shall be governed by and construed in accordance with the laws of the State of Ohio.