

# LEGAL CORNER



## **Legal Compliance is Critical When Providing Repairs and Service**

Regardless of whether you have a contract with your customer, when you go out to service or repair their system, that can be considered a **separate transaction**. If you don't have a written work order or service invoice that the client signs, the limitation of liability in your master contract may not apply.

So if the system later fails, and the customer can show that it was related to an improper repair, not only may you be liable for the full amount of the damages, but your insurance coverage also may not apply. That could be catastrophic!

In fact, without the proper language tying the work being done to the original contract, if you're servicing a residential system, you may be required to deliver a **second** three-day right of rescission notice, because the statute specifically applies to repairs (not just installations) of equipment. If you give a warranty to your residential customers, and you are performing a repair covered by the warranty, California and federal law also require that a certain disclosure be made to the consumer at the time.

Of course, the work order must comply with all the other requirements of the Alarm Company Act and other applicable laws. There is no specific format that must be followed, but including the proper legal language can save you from a potentially big problem down the line!

Mr. Gottlieb is a legal specialist in the security and fire protection industry. He provides contracts and other legal forms, and advises on legal compliance matters.

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