

FAÇADE GRANT  
APPLICATION FORM

Applicant

Name of Business Copper Sky Distillery

Contact Name Mike Root

Address 110 Emery St, Longmont, CO 80501

Telephone Work 720-204-6064 Home \_\_\_\_\_

Email mike@copperskydistillery.com

Project Information

Building Address 110 Emery St, Longmont, CO 80501

Legal Description LOTS 1 2 & N 65.34 FT LOT 3 & LOTS 7 8 & 9 LESS 18 FT BLK 90 & PT OF LOTS 1-3 BLK 91  
NW OF RR & VAC ST ADJ LGT "EAST WARE HOUSE"

Year built 1968 Is this a historic property? Yes  No

Is there a formal historic designation of the property? Yes  No

Ownership Mass Equities

Property Owner (if different from applicant). Please attach property owner permission document to application.

Contact Name Brian Barr

Phone 416-269-2448

Email brian@mass eq.com

Mailing Address \_\_\_\_\_

Lease term (if applicable) 10 yrs Lease expiration date November 2031

Description of Façade Project (include all work to be completed, even those items not eligible in the Façade Grant, i.e. interior improvements, roofing, etc.)

Interior and exterior renovations to the former Butter Ball Spice building to accommodate the new home of Copper Sky Distillery.

Briefly describe how your project meets the Goals and Strategies of the Downtown Longmont Master Plan of Development.

The location of the business resulting from the project at 110 Emery St. makes it accessible by transit projects, such as an RTD station and trails, currently planned in the nearby area. The leased space for this project is within an underutilized/blighted building. The remodeling of a former Butter Ball plant buildings allows the preservation of Longmont's history while embracing change and preparing for the future. Further, the resulting business will provide variety in a mixed land use area. The business driving this project aligns with the development plan for an 18-hour, 7-day activity zone by providing space to congregate and socialize.

Project Schedule (Attach time line for completion, if one exists)

Start Date February 21, 2022 End Date May 11, 2022

Source of Funds for the Project

- a. \_\_\_\_\_ \$ \_\_\_\_\_
- b. \_\_\_\_\_ \$ \_\_\_\_\_

Total Cost of Project \$ 1,189,447.00  
(include all improvement costs)

Total Cost of Façade Renovation \$ 104,768.31

Façade Grant (DIP) Request \$ 10,000.00  
(25% of Façade Renovation cost, \$10,000 maximum)

Total Grant Request should be based on bids you plan to use for your project. Applicant is not required to use low bid. If using higher bid, applicant should note on the bid the reason for choosing the high bid.

Applicant, by virtue of signature on this applicant document and upon acceptance of funds provided by the Longmont Downtown Development Authority agrees to the terms and requirements of the Façade Grant (DIP).

3 Jan 2022  
Date

Mika Root  
Signature

**From:** [Mike Root](#)  
**To:** [Del Rae Heiser](#)  
**Subject:** [External] Fwd: 110 Emery Tenant Improvements  
**Date:** Thursday, February 10, 2022 9:36:20 AM

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Here is approval from my landlord.

----- Forwarded message -----

**From:** **Brian Bair** <[brian@masseq.com](mailto:brian@masseq.com)>  
**Date:** Thu, Feb 10, 2022 at 5:33 AM  
**Subject:** 110 Emery Tenant Improvements  
**To:** Mike Root <[mike@copperskydistillery.com](mailto:mike@copperskydistillery.com)>

Mike:

Please consider this email as approval from ownership for you to complete your Tenant improvements for your space per your Lease at 110 Emery.

Regards,

Brian

\*\*\*\*\*

Brian W. Bair, Manager

110 Emery Owner, LLC

263 2<sup>nd</sup> Ave, Suite 105

Niwot, CO 80544

(415) 269-2448

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Cheers,

Mike Root | Founder & Owner



# BRET'S ELECTRIC LLC

December 29, 2021

Electrical Proposal

COPPER SKY DISTILLERY

## Project: Copper Sky Distillery - Longmont, Colorado

Permit Drawings Electrical Proposal

Utility Improvements

Listed below is our scope of work and pricing for the project listed above. Our proposal is based upon our interpretation of the permit drawings dated December 6, 2021 by Asher Architects, Design/Build drawings by Bret's Electric/Electricon, and the 2020 National Electrical Code. This information is proprietary and confidential and may not be disclosed to others without prior written consent.

### INCLUSIONS:

#### I. Service and Distribution

- a) Provide and install 200a 3ph House panel fed from existing equipment at exterior. Provide new 200a fuses at meter center to feed unit. Locate at Riser room.
- b) Provide and install new panel D at tenant space. Provide 300a fuses in existing disconnect equipment at exterior.
- c) Provide and install connection to 7.5kw natural gas generator with ATS.

#### II. Building Lighting:

- a) Provide and install LED high bay lighting at dry storage and production areas.
- b) Provide and install track with decorative heads at Bar and Speak Easy perimeters
- c) Provide and install strip light at Utility Room. Control via new wall switch OS.
- d) Provide and install 2x4 troffers at break room. Control via OS.
- e) Provide and install recessed cans and vanity light at each restroom.
- f) Provide and install decorative ceiling fixtures at main bar and Speak Easy.
- g) Provide decorative pendants over bartops at rooms 101 and 110
- h) Provide and install explosionproof high bays at barrel storage. Control via timer switch
- i) Provide and install strip lights mezzanine office.
- j) Provide and install festoon lighting at Outdoor Patio. Control via timer switch.
- k) Provide and install occupancy sensors per energy code.
- l) Provide and install exit/egress lights per code requirements.
  - 1. Provide and install exit signs per permit review comments.

#### III. Building Power:

- a) Provide and install duplex, double duplex and GFI receptacles at office, restrooms per drawings
- b) Provide and install GFI protected receptacles at bars and back bar areas.
- c) Provide and install 208v connections to dishwasher at each bar location.
- d) Provide and install 120v connection to Still
- e) Provide and install 208v connection to distillery equipment.
- f) Provide and install 120v circuit to overhead door operators at (2) locations.
- g) Provide 208v 1ph connection to forklift charger.

NO

#### IV. HVAC and Plumbing:

- a) Provide 120v connections to ceiling mounted exhaust fans at bathrooms. Control via new wall mounted switch at each respective room.
- b) Provide and install 208v connection to RTU, MAU and EF.
- c) Provide and install 30a 208v 1ph connection to electric water heaters.
- d) Provide 120v connections to circ pumps.

#### V. Fire Alarm:

- a) Provide and install extension of existing fire alarm system per local AHJ requirements.
- b) Provide updated graphic map.

Office:  
720.494.8944

Fax:  
720.494.9008

8312 Raspberry  
Way, Suite A  
Frederick, CO



#1

- c) All work to be extension from existing FACP system.
- d) Provide intrinsically safe device at storage room 107.

**VI. Inclusions:**

- a) Applicable taxes at 2.9%.
- b) All interior wiring in to be in EMT, and MC cable. Rigid at Barrel Storage per hazardous location requirements.
- c) Daily Clean up with trash disposed in container by others.

**EXCLUSIONS:**

Bret's Electric specifically excludes the following items from our proposed scope of work:

- I. Formed concrete or asphalt construction, repair or disposal (including pole bases, equipment/generator pads, demolition, etc.).
- II. CAD drawings for BIM modeling for as-builts.
- III. Utility and permit fees.
- IV. Asphalt/Concrete coring, cutting, removal, pourback and placement.
- V. Access control, tele/data/tv, paging, security, radio bi-amplification systems and wiring.
- VI. Mechanical equipment, controls, devices, cabling, starters, electric heaters, vfd's and thermostats.
- VII. Roof penetrations, jacks, cutting, patching or repairing.
- VIII. Generator and ATS provided by owner, coordinated by EC.
- IX. We are basing our pricing on a standard 40-hour work week.
- X. Unforeseen conditions, underground obstructions, engineering omissions and owner changes.
- XI. Commodity material price escalations. With the ever changing increases in copper pricing we cannot, nor will our suppliers, hold their pricing for more than one week at a time.

We hereby propose to furnish labor and materials, complete in accordance with the above scope and clarifications for the sum of:

<b>BASE BID:</b>	Electrical, Lighting, fire alarm, design:	<b>\$103,975</b>
	House Panel H (Landlord Scope):	<b>ADD: \$3,797</b>
	Fire Alarm:	<b>ADD: \$7,855</b>

**OPTION:** \_\_\_\_\_ Low Voltage Cabling: \_\_\_\_\_ **ADD: \$4,470**

Provide and install CAT6 structured cabling system with wall mount rack located at Mezzanine Office. Install (10) wall drops and (3) WAP drops. Terminate at wall palte with keystone jack and at rack in patch panel. Provide (4) RG6 TV drops. Provide 24" patch CAT6 cables at wall rack. Network switch/hub/router/WAPs and other equipment by other.

If you have any questions regarding our proposal please call me at 720-494-8944 or email [justin@bretselectric.com](mailto:justin@bretselectric.com). Any feedback you can provide will be greatly appreciated. Thank you!

Sincerely,  
Justin Martin / Bret's Electric

Office:  
720.494.8944

Fax:  
720.494.9008

8312 Raspberry  
Way, Suite A  
Frederick, CO



# Utility Improvements

## **TRI PEAKS - ELEVATING YOUR EXPECTATIONS**

December 28, 2021

Steven South  
LSE Builders Group

**Re: Copper Sky Distillery – 110 Emery St, Longmont**

This proposal is based on the provided drawings E0.0, E0.1, E1.0 and E2.0 dated 12/2/21. **Tri Peaks Electric Inc. has made a good faith effort to meet the project requirements as fully as possible.**

### **Scope of work:**

#### ***Demolition-***

Assumes minimal demolition required.

#### ***Temporary Power and Lighting-***

Includes (1) power turtle station and string lights per osha standard.

Existing power outlets may be used for construction with GFCI protection.

#### ***Power-***

Provide and install all new TR outlets GFCI's and circuits per drawing E2.0 utilizing EMT, and MC cable where applicable.

Includes electrical hook up to all equipment and required disconnects shown on E2.0. (1) MAU, (2) EF's, (1) UH, (2) WH's and (2) CP's. Assumes existing RTU's will require minimal conduit relocations.

Includes underground conduits to reception/bar. Saw cutting/concrete by others.

Includes (1) new generator and transfer switch 120/208v 3 phase 20 KW.

#### ***Gear-***

Includes installation of (1) new panel DEM fed from generator transfer switch per the provided drawings. 400A panel D priced separately (see add/alt. below).

#### ***Lighting-***

Includes installation of light fixtures and lighting controls per drawing E1.0.

Includes lighting package as specified on drawing lighting schedule per E0.1.

Includes class 1 div. 2 installation for the barrel room lights.

#### ***Data/Low Volt-***

Includes 3/4" data stub and j box.

Data cabling/ low volt cabling, and equipment not included.

#### ***Fire Alarm-***

Not included but can be provided upon request.

#### ***Special Systems-***

AV and sound not included.

Camera/Security system not included.

H2

# **TRI PEAKS - ELEVATING YOUR EXPECTATIONS**

**Base Price:** \$97,932.00\*\*

**\*\* Add/Alt.:**

➤ Provide and install panel D per the provided drawings. **\$7,057.00**

**CLARIFICATIONS:**

- Includes Electrical Permit.
- Excludes Fire Alarm Permit.
- Assumes existing equipment electrical up to code.
- Excludes utility company fees or charges.
- All pricing is based on current commodity material prices.
- Assumes we can mutually agree to contract terms.
- Proposal is valid for 30 days.
- Excludes waste removal and dumpsters.

**Warranty:** All material is guaranteed against defect for one year after installation. This warranty does not cover damage resulting from accident, misuse, abuse or where repairs have been attempted by entities other than Tri Peaks Electric Inc.. This warranty also excludes light bulbs, lamps, and fuses.

Respectfully,

**David Martinez**

**Vice President**

[davidm@tripeakselectric.com](mailto:davidm@tripeakselectric.com)

**720-436-5746**

Fire Suppression  
System

LSE Builders Group  
318 Main Street  
Longmont CO 80501

**ESTIMATE NO. 32068**

**Date:** 12/30/2021  
**Salesperson:** Rob Semroska  
**Quote No:** 32068  
**Site:** Copper Sky Distillery  
**Valid For:** 30 Day(s)

**Re: Copper Sky Distillery**

**Fire Alarm System - Tenant Improvement / System Expansion**

**Existing fire alarm system (Sprinklered Building)**

The proposed scope of work is for the installation of all newly required system devices to accommodate the planned building modifications included in the drawings provided by the client to ProSec. **This proposal includes commissioning of the building's existing fire alarm system**, per the most recent IBC / NEC / NFPA 72 code adoption required by the local Authority Having Jurisdiction (AHJ). All system components will be installed per code and are priced to be compatible with the buildings existing fire alarm system. The proposal includes all labor, materials and sales tax (if applicable), for a complete installation of the necessary equipment, plus all design and engineering work, all submittal and licensing fees, all required submittal drawings, permits, rough inspection, and final inspection. Please note - If access to a physical site inspection of the complete existing fire alarm system has not been provided, this proposal is an estimate that may require confirmation when all existing fire alarm system details are provided.

This proposal assumes the existing fire alarm system is in a good working, code compliant condition. No provisions have been provided for replacement of missing, damaged or inoperable existing equipment. We also assume the existing system has the capacity to accommodate the required additional system devices. Unless otherwise stated, the pricing assumes there is an existing / unoccupied NAC circuit for the newly required notification devices. Please note, due to the H3 occupancy included in this structure, we have included the additional required devices to provide a hazardous notification system for the H3 / Barrel Storage Room. We have also provided a \$200 allowance for a factory certified programmer to complete the final configuration programming of the FACP, assuming it's a proprietary system.

Duct Smoke Detection

No modifications (additions or deletions) of the duct smoke detection is included in this proposal.

Please note, this pricing is based on the system requirements to meet the stated codes for this project. However, final approved fire alarm system design requirements are dependent upon the Authority Having Jurisdiction's (AHJ's) final approval. ProSec Integration will submit the fire alarm system plans based on the most current adopted code.

**Exclusions include:**

- 1) 120V circuits on dedicated breakers with breaker-locks per NFPA 70 provided by others
- 2) Price does not include AHJ system additions (beyond current code requirements)
- 3) Construction Floor Plan Drawings in electronic AutoCad (.dwg) format to be provided by others
- 4) Unless otherwise stated, door locking or magnetic hold hardware to be provided / installed by others
- 5) Damper circuits based on loads not exceeding 0.5A for 120VAC or 2A 24VDC are excluded
- 6) All conduit (if required) is to be provided by others unless otherwise stated above
- 7) Man lift rentals are: [ x ] Included [ ] Excluded / not required
- 8) Communications (Cellular or AES) radio is: [ ] Included [ x ] Excluded (Existing comm device to be utilized)

#1





**ProSec Integration, LLC**  
181 E 56th Ave, Suite 601  
Denver, CO 80216

Tel. (303)835-8100  
www.prosecalarm.com

**ESTIMATE NO. 32068**

LSE Builders Group  
318 Main Street  
Longmont CO 80501

**Date:** 12/30/2021  
**Salesperson:** Rob Semroska  
**Quote No:** 32068  
**Site:** Copper Sky Distillery  
**Valid For:** 30 Day(s)

**General Notes:**

- 1) Terms: Progressive monthly billings; Assumed N30 terms w/ applicable retainage required
- 2) Sales/USE Tax is included in bid price
- 3) Price Based on Normal Working Hours, Monday–Friday, 7am to 5pm
- 4) Manuals and Shop drawings are limited to quantities listed in specifications. Additional copies will require additional costs.  
If none are listed, hard copies will be provided (if required) to AHJ for review and electronic copies will be provided to client.
- 5) Training will be provided to owner per specifications.

*This proposal assumes the fire alarm system will utilize the existing communications hardware, (or telephone lines if allowed by the AHJ), for communication the end users monitoring provider. If the end user wishes to utilize ProSec Integration as their monitoring service provider, the monthly cost for this service is \$58 per month. As a client of ProSec Integration, an AES radio or cellular communications system is available and sold separately if required.*

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Thank you for this opportunity!

**Total** **\$12,991.00**



**ProSec Integration, LLC**  
181 E 56th Ave, Suite 601  
Denver, CO 80216

Tel. (303)835-8100  
www.prosecalarm.com

### ACCEPTANCE OF QUOTATION NO. 32068

LSE Builders Group  
318 Main Street  
Longmont CO 80501

**Date:** 12/30/2021  
**Salesperson:** Rob Semroska  
**Quote No:** 32068  
**Site:** Copper Sky Distillery  
**Valid For:** 30 Day(s)

**Please Note:**

Acceptance of this estimate is based on ProSec Integration LLC's standard service agreement terms and conditions. For a copy of our standard service agreement, contact our office at (303)835-8100.

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed: \_\_\_\_\_ for LSE Builders Group

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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*Thank you for this opportunity!*

**Total**      \$12,991.00

# Fire Suppression



9430 East 40th Avenue, Denver, CO 80238 | Phone 303-629-0221, Fax 303-623-7830

12/22/2021

Keely Pellouchoud  
LSE Builders Group  
318 Main Street  
Longmont, CO 80501

Project:  
Copper Sky Distillery  
Copper Sky Distillery  
110 Emery Street  
Longmont, CO 80501

Keely Pellouchoud

Thank you for the opportunity to provide pricing for the above referenced project. Frontier Fire Protection is honored to present you our proposal for fire alarm system modifications

This quotation is based on the following items to determine your site specific requirements:  
Drawings Dated 12-2-2021

**Scope:**

This proposal covers the addition of a new power supply, wire, boxes and notification devices to the existing fire alarm control panel. 7 ceiling mount horn/strobe, 8 ceiling mount strobe only and 1 outside horn/strobe for the patio.  
Line Item 1: Addressable module and test switch for Duct Detectors (provided by others) for new RTU-1 \$450.00 add on.

Item	Description	Price
1	Design/Permit/Project Management:	\$ 1,115.08
2	Material: Notification devices, wire and misc electrical parts	\$ 3,003.69
3	Field Labor - Installation:	\$ 2,244.92
4	Field Labor - Pretest, Rough and Final Inspections	\$ 472.62

Fire alarm price completion for the above scope of work \$ 6,836.31

#2

**Project Clarifications**

Our proposal is subject to the attached Terms and Conditions as well as the following clarifications:

**The following items have been included in our price:**

- > Technician and project management time to properly coordinate, program and certify the system.
- > Equipment mentioned in the above scope of work

**The following items have been excluded from our price:**

- > Design criteria more stringent than applicable code requirements or as noted in Scope of Work above.
- > Cost of any additional devices required per AHJ plan review.
- > All 120 VAC circuits including but not limited to the fire alarm control panels, digital communicators, fire dampers and door holders.
- > Required communicator for system monitoring.
- > Certified payroll and Davis Bacon wages. Purchaser agrees to maintain all things in readiness in accordance with the agreed upon schedule.
- > Costs associated with safety or training classes which you or your agent may require of our personnel.
- > Smoke control pressure/balance testing or visual smoke testing (if required).
- > Patching or painting for new or existing devices.
- > Bringing existing system up to meet current code.

**General conditions:**

- > All applicable taxes are included in our submission. Payment terms are net 30 with approved credit
- > Frontier Fire shall not be held liable for errors and omissions in designs by others, inadequacies of specified indirect loss indirect loss or damage.

Please do not hesitate to contact me with any questions you may have. Thank you for the proposal opportunity. We are looking forward in partnering with you for completion of your project.

Respectfully,

Jamie De Foe  
 Alarm & Detection  
 Direct: 303-885-1576  
 Email: jdefoe@frontierfireprotection.com

**Proposal Acceptance:**

The above quotation is hereby entered on: 12/22/2021  
 The Customer acknowledges that he/she has read and understands this proposal and agrees to the terms and conditions.  
 Frontier Fire LLC. may withdraw the above quotation if not accepted within (30) days.

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Company Name \_\_\_\_\_ Date \_\_\_\_\_

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Authorized Signature \_\_\_\_\_ Print Name & Title \_\_\_\_\_

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Purchase Order Number \_\_\_\_\_

The following shall be the general terms and conditions of sale and/or for services between the purchaser and Frontier Fire. The parties agree that the terms and conditions contained herein are the sole and complete Agreement between the parties and supersede all prior oral and/or written representations. The purchaser's formal purchase order or acceptance form shall include a copy of the Frontier Fire formal proposal of the said project. Any deviations between the Purchase order and the Frontier Fire proposal shall be subject to review. Upon review any deviations that have been determined to be acceptable shall be required to be approved and signed by an authorized representative of Frontier Fire.

1. **FRONTIER FIRE SERVICES:** Purchaser agrees that the services provided by Frontier Fire are outlined on the formal proposal which includes but not limited to a bill of materials, scope of work, listing of exclusions if any.

Frontier Fire shall not perform unless specifically contracted any supervisory role of contractors outside of Frontier Fire's scope of work.

2. **PAYMENT TERMS:**

GENERAL PAYMENT TERMS are net (30) days from date of invoice where satisfactory open account credit has been established and maintained. Frontier Fire reserves the right to revoke and/or modify Purchaser's credit at its sole discretion. Upon receipt of a formal purchase order or notice to proceed a mobilization payment of up to fifty percent (50%) will be invoiced upon acceptance of Purchaser's order. Progress payments to one hundred percent (100%) of order value shall be invoiced monthly based upon delivered equipment and/or work performed. In the event that Purchaser defaults on meeting its obligation to pay each invoice when due, then, Frontier Fire shall impose and exercise their option to withhold any further shipments of materials and/or perform any labor until Purchaser's account is fully paid. In addition in the event payments are not satisfied in accordance with the terms and conditions of this agreement, Frontier Fire at its discretion shall, assess interest at the maximum rate allowed by law or at a rate of 1.5% per month. Whichever is less. Purchaser also agrees to pay all cost incurred by Frontier Fire in pursuit of payment which is past due including, but not limited to collection agency commissions and attorneys fees.

3. **SHIPMENT:** All Equipment is shipped F.O.B. shipping point.

4. **DRAWINGS:** All drawings submittal documents and wiring diagrams provided by Frontier Fire in connection with this Agreement shall be used solely for intended project stated and for the use as a general guide for the installation of the system. Upon completion of the system the installing contractor shall return one (1) set of red-line drawing to Frontier Fire. Upon receipt of said drawings Frontier Fire shall review modify and generate a complete set of As-Built drawings.

5. **INSTALLATION:** The installation of any product is NOT INCLUDED unless specifically provided for in this Agreement.

6. **CHANGE ORDERS:** Work other than specified in this Agreement shall be considered as a change to the original Scope of Work. Such changes, alterations, modifications, amendments shall be attached to this agreement in the form of a written change order that shall be signed by both parties and/or their duly authorized representatives.

7. **TAXES, LICENSES AND PERMITS:** The Purchaser shall be responsible for obtaining all licenses and permits necessary in compliance for the installation of the system. In addition the Purchaser shall be responsible in paying all taxes and fees unless otherwise agreed in writing.

8. **LIMITATION OF WARRANTY:** Frontier Fire warrants that the product be free from defect in material and workmanship under normal use on a fair wear and tear basis for a period of one year from the date of system commissioning or beneficial use or 18 months after the shipment of the product whichever is earlier. Warranty service shall be provided and performed at no charge between the hours of 8:00 am to 5:00 pm local time, Monday through Friday except Frontier Fire's observed holidays. Warranty service requested to be performed outside of Frontier Fire's normal business hours shall be billed at Frontier Fire's standard overtime rates. All repairs alterations or adjustment under this warranty shall be performed by an authorized Frontier Fire representative. Any repairs alterations or adjustments performed by any persons other than an authorized Frontier Fire representative shall void all warranties. This Warranty does not apply to any product which has been subjected to abuse, mishandling or improper use as determined by Frontier Fire and is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

9. **CANCELLATION:** Any cancellation of a system order shall only be made in writing. Upon receipt of a cancellation within 21 days from the date of the original purchase order the following charges shall be construed as liquidated damages. An approximation of the administrative, material procurement, engineering and other cost that Frontier Fire will actually incur in reliance upon this Agreement, and not as a penalty. If prior to shipment Frontier Fire shall invoice the Purchaser 20% of the price of the products and services in relation to this Agreement. If the Purchaser cancels this Agreement after products have been shipped Frontier Fire shall charge an addition amount equal to 25% of the value of the returned products to cover the estimated cost of shipping and restocking fees.

10. **LIMITATION OF LIABILITY:** Frontier Fire shall not be liable for any indirect, incidental, economic, or consequential loss or damage to the Purchaser or user of this product and/or software arising out of, among other things, the operation or failure of the product and/or software to operate, this Agreement, the installation, use design or function of any Frontier Fire product and/or software.

11. **SOFTWARE:** The Purchaser understands that any Software Products are licensed, not sold, to the Customer. The licensed Software Products provided to the Customer are only intended for use on a non exclusive, non transferable basis. The customer understands that the licensed Software shall be maintained in strict confidence and disclosed it to only employees that require access. The Customer understands that any licensed Software shall under no circumstances be duplicated without the prior approval from an authorized representative of Frontier Fire. Such approvals shall only be in writing and signed by both parties.

12. **INSURANCE OBLIGATIONS:** It is understood by the Purchaser that Frontier Fire is not an insurer and that it is the Purchaser's obligation to obtain and keep in force any insurance covering any losses to property or personal injury or any other damage which may occur at the premise where Frontier Fire's Product, Software or Services, which form the basis of this Agreement, are delivered, installed, assembled, used or performed.

13. **FORCE MAJEURE:** Frontier Fire shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, accidents, access to premise, labor problems, acts of civil or military authorities, acts of God, or from any other causes beyond the control the control of Frontier Fire.