

**NEVADA COMMISSION FOR CULTURAL  
CENTERS & HISTORIC PRESERVATION (CCCHP)  
GRANT APPLICATION**

	<small>NEVADA</small> <b>STATE HISTORIC PRESERVATION OFFICE</b>	<i>SHPO Use Only</i>	
	Initials: <u>CC</u> Received: <u>4-30-24</u>		
	Postmarked: <u>N/A</u> Delivery Svc: <u>Hand Delivered</u>		

**APPLICATION COVER PAGE** This unaltered form must be submitted as the cover page for the application. Do not staple or bind application documents.

Grant Cycle Year(s) FY23/24

Applicant Organization: Brewery Arts Center  
 EIN (Taxpayer Identification Number): 51-0183567  
 Mailing Address: 449 West King Street  
 City: Carson City County: Carson City ZIP: 89703  
 Project Contact: Michael Wiencek Title: Operations Director  
 Daytime Phone: 775-883-1976 Evening Phone: 775-315-3244  
 Fax: N/A Email: mikey@breweryarts.org

Historic Property Name: Carson Brewing Company Date Built: 1865  
 Property Owner Name and Address: Brewery Arts Center, 449 West King Street, Carson City, NV 89703  
 Project Address: 449 West King Street  
 City: Carson City County: Carson City ZIP: 89703  
 Property Insured:  Yes; please enclose one copy of policy  No; please explain: \_\_\_\_\_

Project Title: Safety, Accessibility, Code Compliance, and Facility Repair  
 Project Type:  Rehabilitation/Construction  Planning/Construction  
 Architectural/Engineering Study/Construction

Project Synopsis (Brief):  
 The Brewery Arts Center is seeking to provide gutter maintainance, HVAC system replacement and repairs, elevator maintainance to be code compliant for accessibility needs, and fire sprinkler upgrades for building safety requirements.

Proposed Start Date: 11/30/2024

Proposed End Date: 5/31/2026

<b>Project Budget Summary:</b>	
Amount Requested:	<u>\$ 363,518.88</u>
Proposed Match:	
Cash:	<u>\$ 0.00</u>
In-Kind/Donations:	<u>\$ 0.00</u>
<b>Total Project Budget:</b>	<u>\$ 363,518.88</u>
If Applicable, Minimum Amount Requested	_____

 <b>Applicant's Authorized Signature*</b>
Name: <u>Michael Wiencek</u>
Title: <u>Operations Director</u>
Date: <u>4/29/2024</u>

**\*Sign in blue or black ink. Application packets without original signatures will be considered incomplete.**

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**GRANT APPLICATION**




NEVADA  
STATE HISTORIC  
PRESERVATION OFFICE

APPLICATION COVER PAGE Cont.

**Handbook Verification Form**

- I HAVE READ THE CCCHP GRANT HANDBOOK, AND
- I HAVE COMPLETED THIS CCCHP GRANT APPLICATION, AND
- I CERTIFY THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
Applicant's Authorized Signature\*

Name: Michael Wiencek  
Title: Operations Director  
Date: 4/29/2024

\*Sign in blue or black ink. Application packets without original signatures will be considered incomplete.

NEVADA COMMISSION FOR CULTURAL  
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GRANT APPLICATION



NEVADA  
STATE HISTORIC  
PRESERVATION OFFICE

APPLICATION COVER PAGE Cont.

## Application Checklist

**Directions:** Assemble the application in the following order and initial in blue or black ink on the lines to confirm that each of the required components are included in the application package.

### 1. Cover Pages

MP Application Cover Page

MP Handbook Verification Form

MP Application Checklist

### 2. Project Narrative

MP A. Questions (No more than 5 pages)

#### B. Supplemental Material

MP A paragraph (200 words maximum) describing the current or intended future use of the property and cultural center programming.

MP County Assessor print out showing the current owner of the property with the APN number

MP Photographs of all exterior elevations with views and all major rooms and project rooms, identified and keyed to a site plan

MP Organization's information including:

- Articles of incorporation, mission statement, length of time established, and history
- A list of current board members
- Long-range plan including information on how frequently the plan is updated
- **If applicable:**
  - A list of activities for the past fiscal year
  - A detailed report on current CCCHP grant status as well as the outcome of previous CCCHP grants
  - A current list (last three years) of all grants and additional funding, including amounts the organization has or will receive

### 3. Budget

MP **Detailed Budget**

- Completed Budget Form
- Attached itemized lists and/or contractor quotes that break down labor and material costs

MP **Audit**

- Most recent audit for the organization. If there is no audit, provide an explanation of why an audit was not completed and how bookkeeping is managed.

MP **Insurance**

- Proof of insurance for the property or a justification for why there is no insurance

MP **Resumes**

- All principal professionals involved in planning, design and management of the proposed project

MP **Initial to confirm that the applicant understands that applications lacking any of the required information listed above are ineligible for review by the Commission.**



## **BREWERY BUILDING, 449 King Street Narrative Description**

1. **Project Description:** The Brewery Arts Center main building is the former Carson Brewing Company, built in 1864. Carson Brewing Company, the makers of Tahoe Beer – “Famous as the Lake”, started operations at this location in 1860, utilizing a building that was already on site, but tore it down soon after to make room for the beautiful brick building we have now. Carson Brewing was in operation until 1948, and then the Nevada Appeal newspaper moved in and published the Nevada Appeal on the property until they outgrew it in the early 1970’s. A group of artists formed the Carson City Arts Alliance to purchase the property in 1976, Changed its name to Brewery Arts Center in 1983, and we’ve been growing and thriving since!

Our current project is called Safety, Code Compliance, Accessibility, and Facility Repair. We plan to replace/repair some of our HVAC equipment, install new gutters around key points of the building, bring the elevator up to code, and bring the Fire Sprinkler systems up to code We will be working with the following Contractors:

**Anderson Heating and Cooling for HVAC Replacements and Repairs**

**Battleborn Gutters for Roof Gutter replacement/installation**

**Overhead Fire Protection for fire sprinkler inspection and repairs**

**Anchor Door for replacement of exterior door set.**

**Koch Elevator for elevator upgrades and code compliance**

Once the grant funding is approved and all covenants are recorded, the Brewery Arts Center and our contractors are ready to begin right away, and all projects will be completed fully within 6 months, as we are “shovel-ready”.

The Brewery Arts Center Holds the title to both of our buildings on the 2-block campus.

## 2. Building use and Community Involvement

The Brewery Arts Center is in constant use as the largest non-profit arts center in Northern Nevada. We have a black box theater for a variety of performances, a Grand Ballroom, an Exhibit Hall, Artisan Store, the NAA Gallery, a full pottery studio, a large painting classroom and a drawing classroom.

Our Exhibit Hall in the Brewery Building hosts rotating exhibits every 1-3 months. Past exhibits have included Snoopy & The Red Baron from the Charles Schultz museum in Sant Rosa, a Rock Memorabilia and Pinball exhibit from the Rock & Roll Hall of Fame in Cleveland, and a beautiful Lorenzo Latimer watercolor exhibit. Our current exhibit is from an amazing Mongolian artist called The Igniting Spirit of Mongolia by Turbaram "Turo" Sandagdorj featuring golden sculptures, metal art, and Silhouette Fine Art. All of our exhibits are open to the public at no cost.

Our ballroom is used weekly for Rotary meetings and luncheons, as well as banquets, meetings, seminars and festivals. The space is also rented regularly to the public for private parties, weddings, and family events and memorials.

The black box theater, called The Maizie, is home to Proscenium Players for their plays, Wild Horse Stage productions for their musicals, and Carson High School has their musicals and shows in that space as well. The BAC also regularly hosts small concerts and performances from local and traveling musicians. We host performances from local Home School groups, chamber music societies, high school reunions, and a Silent Disco.

The NAA Gallery has been here at the BAC since day one. They are a separate non-profit organization that is able to rent the space for their gallery for \$1/yr for 99 years, as they helped gather funding for the purchase of the arts center in 1976.

Our classrooms routinely hold classes on all styles of painting, drawing, pottery, jewelry, cello lessons, CPR Training, macrame, weekly kids art classes, and more. The Brewery Arts Center has been holding these type of events since 1976, and we have grown well, and we now offer more concerts, plays, classes, and arts & culture events than we ever had before. We host a free summer concert series that brings an average of 2700 people to the BAC every Saturday night for 10 weeks in the summer. We bring in bands from all over the world for these free outdoor concerts, and each week we partner with a different local non-profit to help them raise funds and awareness to their cause during the concert. Part of the conditions of the grant funding we receive from the Levitt Foundation for the concerts (\$30,000 annually), ensures that the concerts are diverse, inclusive, and free to all who attend. We have been able to bring in Grammy winners and nominees, Native American performers, Swiss Alp Horns, Mariachi and Latin performers, and even some big names like Big Bad Voodoo Daddy, Tommy Castro, The Wailers, and the Young Dubliners, to name a few.

We do charge for some of the classes and events that we produce, but we also host many free events, and we have a scholarship fund that gets regularly contributed to so that we don't have to turn anyone away from seeing a show, taking a class, or experiencing art in any form.

We have received funding in the past through SHPO that has drastically helped us to further our mission. There were times that we couldn't hold events in some of our spaces due to inadequate or broken environmental systems like heat and A/C; poor, or non-functional lighting; roof leaks; or lack of stage lighting to be able to host more than one event at a time. We are able to use all of our spaces to their fullest potential and it's having a noticeable effect on our community. We are able to do more than we've ever been able to do, as our operating costs have gone down due to SHPO funding, our spaces are more functional, and we have more in our operating budget since we have made so many energy efficient upgrades.

The Brewery Arts Center works very closely with the Carson City Visitors Bureau to help boost tourism by holding world-class exhibits, concerts, and presentations. At our outdoor concerts, we capture data from the attendees that directly supports the mission of Visit Carson City to bring more visitors to the area. Last September, the BAC created the Music and Murals Festival which saw 22 outdoor murals get created all over town in one weekend, bringing in artists from Spain, Brazil, Mexico, Utah, and Reno.

### 3. Project Support/Financial

No specific contributions have been provided for the safety, code compliance, or facility repair project from the community, but we just held a successful \$250,000 Capital Campaign to raise the needed funds for the BAC to purchase its own mobile stage. Having our own mobile stage makes us so much more versatile to the public. We no longer need to rent a stage for our summer concert series, as we now have our own, and when it is not in use at the BAC Campus, it can be set up by us anywhere in Carson City for a concert or performance, and it can be rented out to other production companies, ensuring income for the BAC for many years to come. We raised the needed funds in a matter of months, and the new stage just arrived last week.

The Brewery Arts Center has the distinction of owning two of the oldest, and most culturally significant buildings in Carson City – one is a former Brewery from 1864, and the other a former Catholic Church from 1870. We have received grant funding from SHPO that has drastically reduced our overhead in the form of energy efficient upgrades, allowing us to focus on our mission and helping keep the facility sustainable.

With the continued upgrades to the campus, the Brewery Arts Center will be able to sustain itself through our regular sources of income, including project grants, rentals, and donations. Now that our campus is more sustainable and safer, we are able to do more than ever, and because of that, we enjoy more support from the community than we've ever had before. With all the new programming the BAC is able to accomplish, and with the campus looking better and more functional, we can continue to grow and remain a cultural center for the arts and our community.

#### 4. Planning

The planning for the upcoming projects was completed by our project manager, Michael Wiencek, the Operations Director for the Brewery Arts Center, in conjunction and consultation with BAC staff and Board of Directors. We evaluated our needs to keep our two historic properties running efficiently, so that we can maintain our mission. The projects we plan to complete will keep the ballroom elevator operating for another 30 years, the fire sprinklers will help keep the building protected in case of a fire, the gutter repairs will divert rain and hail from penetrating the building and causing further damage, and the HVAC upgrades will keep the building habitable and drastically lower our operating costs.

All planning and estimates from contractors are complete, and all projects are shovel-ready.



## Supplemental Materials 1.449 King Street

Brewery Arts Center acts as a venue to connect residents and tourists to a broad range of art forms, including, but not limited to: visual arts, music, dance, theater, ceramics, and mass media. It acts as a magnet between artists to show their work, perform before an audience, take instruction and teach their skills and the community who wants to embrace them and the richness that they bring to their lives. For art to contribute to the cultural growth and prosperity of the area the area must have artists along with a location to showcase them. The Brewery Arts Center provides this by providing a means to attract and retain artists. It is the goal of the Center to be the hub for arts and culture, creators and participants alike, in the Carson City area. The Brewery Arts Center is approaching our 50th Anniversary of providing Arts and Culture to the visitors and residents of Carson City - as barrier free as possible.

The Brewery Arts Center is like home to many non-profits in the city that present films, plays, musicals, concerts, presentations and performances, community forums, and we host art exhibitions from all over the world.



Brewery Building Elevator – Located inside the Exhibit Hall in Entrance Lobby - NW Corner



Building Elevator Car  
Elevator In-Car Controls

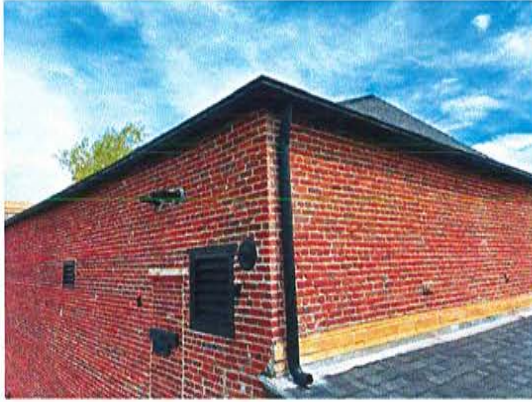


Brewery  
Brewery

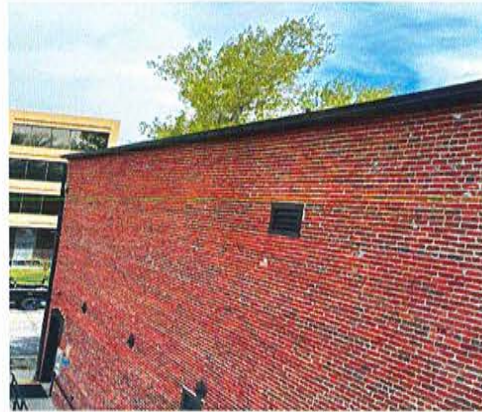


Brewery Elevator Hydraulics

Brewery Building - Gutters Replacing all the gutters along the roofline of  
Main Brewery Building and around the Annex Building

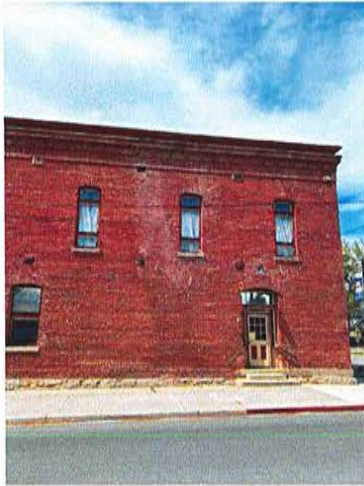
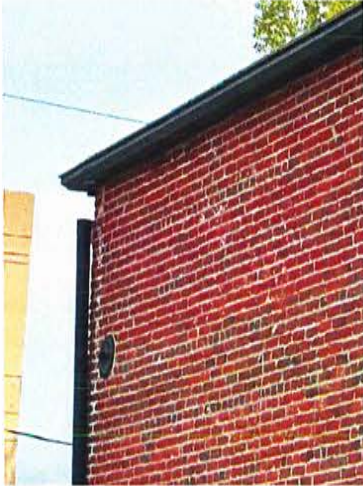


Existing Gutters - SW corner



Existing Gutters west wall looking north



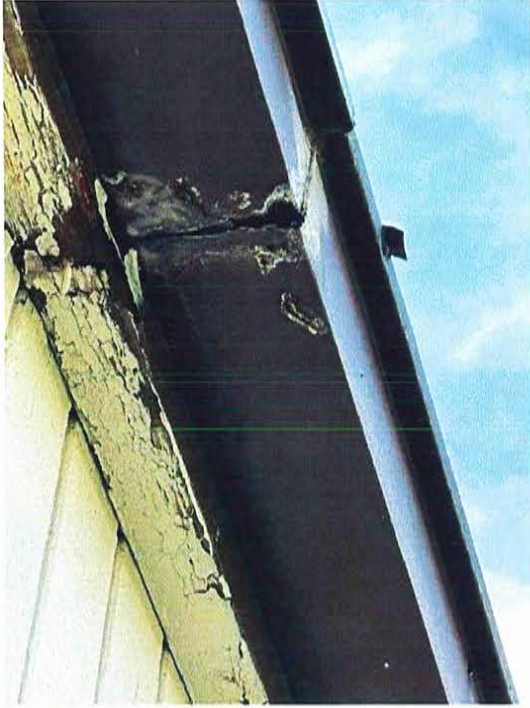


Missing Downspout connection

Discoloration from leaks

Close-up of Discoloration

Brewery Building Gutters - ANNEX building (Black Box, NAA Gallery, Pottery, Painting & Drawing rooms)



Gutter at NAA Gallery North side Annex



Gutter Downspout at NAA Gallery N. Side Annex





Hole in Gutter at Pottery



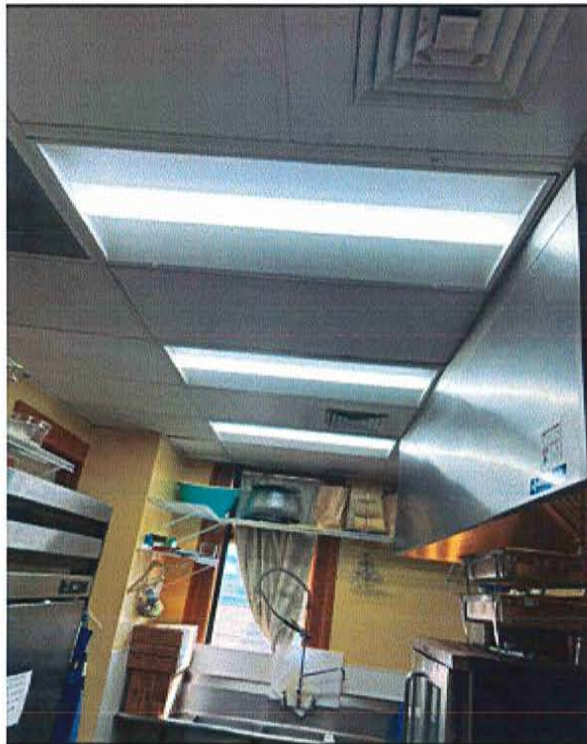
Annex Building South side – proposed gutter location

Brewery Building Fire Sprinkler 5YR Inspection and Add Head



Brewery Building Fire Sprinkler Valve

CCFD Requires a 5yr interior of pipe Inspection



Commercial Kitchen – new Sprinkler Head Location

BREWERY BUILDING HVAC Systems – South Annex





3 Package Units on roof of Black Box Theater – One is dead, the other 2 are dying all 3 are same age



Rooftop Unit NAA Gallery looking west



Rooftop Unit NAA Gallery looking South



Brewery Building HVAC Exterior Units



Brewery Annex Rooftop Condensers

Brewery Bldg Compressors for Exhibit Hall, Store, & Ballroom



Brewery Office Pkg Unit west annex south view



Brewery Office unit looking north

**Brewery HVAC South Annex Building and Exhibit Hall**



Brewery Pottery Furnace/AC

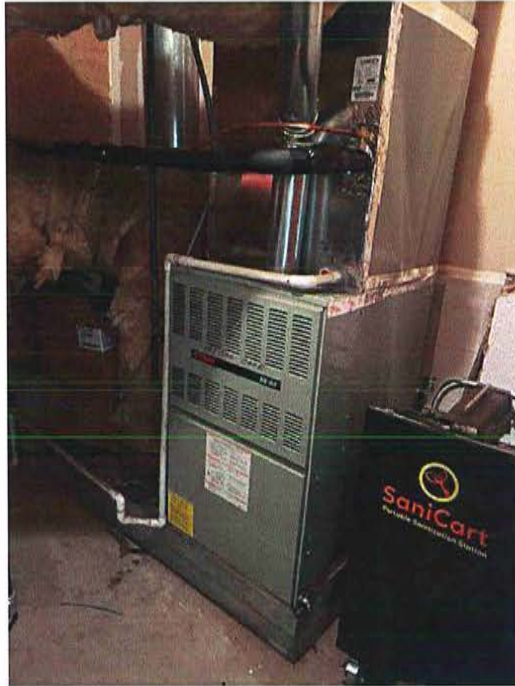


Brewery Drawing Classroom furnace/AC



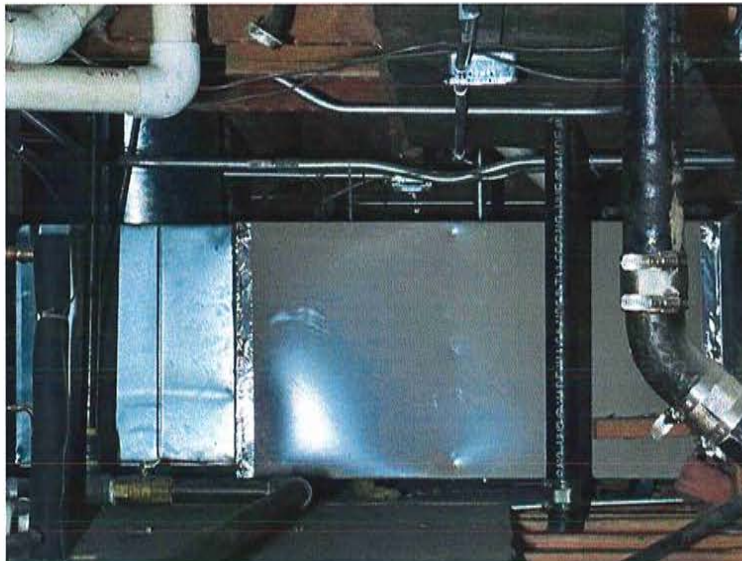


Brewery Artisan Store Furnace/AC



Brewery Exhibit Hall Furnace/AC

Brewery Ballroom HVAC Units

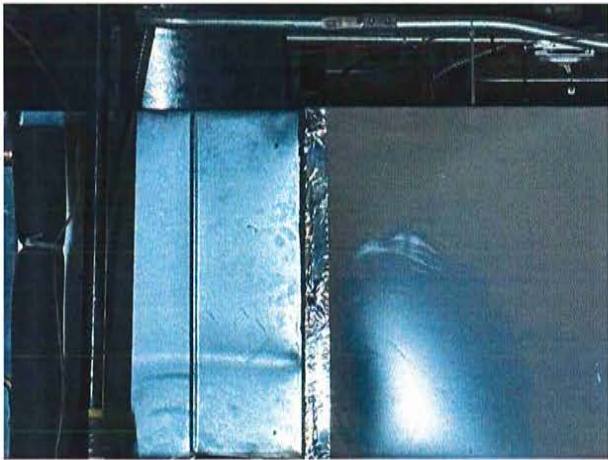


Brewery South ballroom Furnace/AC unit



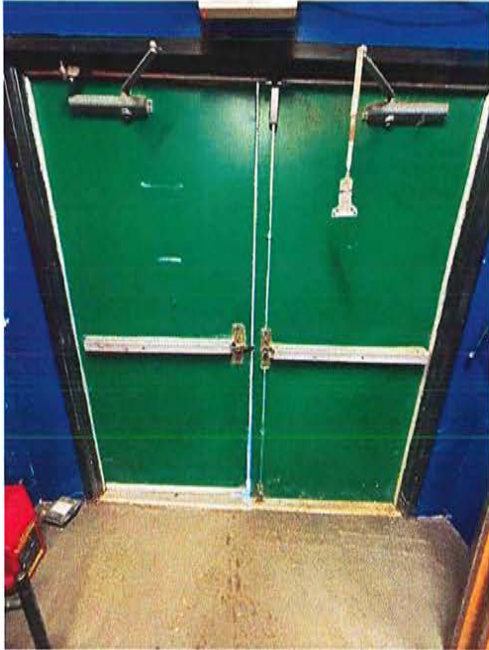


Brewery Hall & Kitchen Furnace/AC Unit



Brewery North Ballroom Furnace/AC unit

Brewery Building Double Doors for Loading area at Theater – Northwest Annex



Brewery Annex Double Doors looking North



Brewery Annex Double Door Latches



Brewery Annex Double Doors warped/bent gaps



Brewery Annex Double Door Exterior south view

AMENDED ARTICLES OF INCORPORATION

OF

CARSON CITY ARTS ALLIANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, natural persons of the age of 18 years or more, acting as incorporators of a corporation under the Nevada Non-Stock Non-Profit Corporation Act (NRS 81.410 through 81.540) adopt the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is

CARSON CITY ARTS ALLIANCE

SECOND: The period of its duration is fifty (50) years.

THIRD: The purpose for which it is organized is to coordinate, promote and assist in the development and advancement of educational and cultural activities in Carson City through the cooperative efforts of citizens and organizations acting in concert. The Alliance shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1954.

FOURTH: The place of principal business shall be 102 South Curry Street, Carson City, Nevada, with the membership meeting at any location designated by the President.

FIFTH: The number of the Board of Directors shall not be less than three (3). The names and addresses of the first Board of Directors shall be:

<u>Names</u>	<u>Addresses</u>
Betty Block	4200 Numaga Pass Carson City, Nevada 89701
John Bullis	512 North Division Carson City, Nevada 89701
Jim Lien	808 West Sunset Carson City, Nevada 89701

James Callahan 301 Anderson  
Carson City, Nevada 89701  
Art Mannafin 7 Comstock Circle  
Carson City, Nevada 89701  
Gus Bundy 514 West Robinson  
Carson City, Nevada 89701

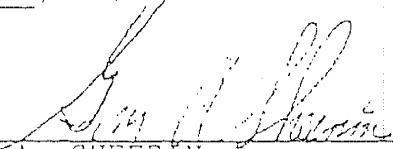
SIXTH: Each member shall be entitled to one vote. The voting power and property rights of all members (and any new members) shall be equal.

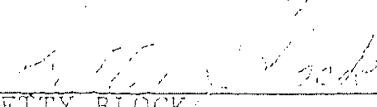
SEVENTH: Upon dissolution of this corporation, after paying or adequately providing for the debts and obligations of the Alliance, the remaining assets shall be distributed to a non-profit fund, foundation or corporation, which is organized and operated exclusively for charitable, educational or religious and/or scientific purposes and which has established its tax-exempt status under Section 501 (c) (3) of the Internal Revenue Code.

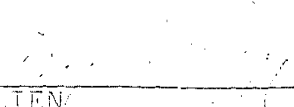
EIGHT: The names and addresses of each of the incorporators are as follows:

<u>Names</u>	<u>Addresses</u>
Gary A. Sheerin	549 Ruby Lane Carson City, Nevada 89701
Betty Block	4200 Numaga Pass Carson City, Nevada 89701
Jim Lien	808 West Sunset Carson City, Nevada 89701

Dated this 15<sup>th</sup> Day of July, 1976.

  
GARY A. SHEERIN

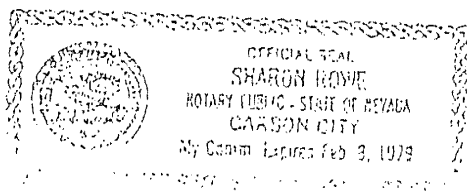
  
BETTY BLOCK

  
JIM LIEN

1 STATE OF NEVADA )  
 ) SS.  
2 COUNTY OF CARSON CITY)

3  
4 Personally appeared before me, a Notary Public, GARY  
5 A. SHEERIN, BETTY BLOCK and JIM LIEN, who acknowledged that they  
6 executed the above-described instrument on the 20th day of  
7 July, 1976.

8  
9 Sharon Howe  
NOTARY PUBLIC



AMENDMENT TO THE ARTICLES OF INCORPORATION  
OF THE  
CARSON CITY ARTS ALLIANCE

**FILED**  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

JAN 17 1983

WM. SWACKHAMER SECRETARY OF STATE

Resolved, that the name of the Carson City Arts Alliance,  
be and is hereby changed to the BREWERY ARTS CENTER.

Resolved, that the President and Secretary of this corporation be, and are hereby, instructed to certify to and file a copy of this resolution in the Office of the Secretary of State of Nevada, and likewise a copy with the City Clerk of Carson City, as required by law to effect such change of name.

We, the undersigned, President and Secretary of the above named corporation, hereby certify that the above and foregoing resolution was duly adopted by the Board of Directors and a majority of the membership of this non-profit organization at its Annual Meeting, April 30, 1982.

T. R. Barben II  
T. R. Barben II, President

Julie Sulahria  
Julie Sulahria, Secretary

State of Nevada )  
City of Carson City) ss

On this January 5, 1983, before me, the undersigned personally appeared, T. R. Barben II and Julie Sulahria, known to me to be the persons whose names are subscribed to the foregoing Amendment to the Articles of Incorporation and acknowledge to me that they executed the same.

Deborah L. Derby  
Notary



AMENDMENT TO THE ARTICLES OF INCORPORATION

OF THE

CARSON CITY ARTS ALLIANCE

FILED  
IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

JAN 17 1983

W.M. SWACKHAMMER SECRETARY OF STATE

Resolved, that the name of the Carson City Arts Alliance,  
be and is hereby changed to the BREWERY ARTS CENTER.

*[Signature]*  
No. 2942-75

Resolved, that the President and Secretary of this corporation be, and are hereby, instructed to certify to and file a copy of this resolution in the Office of the Secretary of State of Nevada, and likewise a copy with the City Clerk of Carson City, as required by law to effect such change of name.

We, the undersigned, President and Secretary of the above named corporation, hereby certify that the above and foregoing resolution was duly adopted by the Board of Directors and a majority of the membership of this non-profit organization at its Annual Meeting, April 30, 1982.

T. R. Barben II  
T. R. Barben II, President

Julie Sulahria  
Julie Sulahria, Secretary

State of Nevada )  
City of Carson City) ss

On this January 5, 1983, before me, the undersigned personally appeared, T. R. Barben II and Julie Sulahria, known to me to be the persons whose names are subscribed to the foregoing Amendment to the Articles of Incorporation and acknowledge to me that they executed the same.

Darlene L. Berkey  
Notary

## **Supplemental Materials 5.b 449 King Street**

### **Brewery Arts Center Mission Statement**

*Enriching the quality of life by cultivating arts and culture for all.*

## **Supplemental Materials 5.c/d 449 King Street Length of Time Established and History**

The Brewery Arts Center is a non-profit organization founded in 1975 by a group of Carson City artists. The founding members raised \$300,000 to purchase the historic Carson Brewing Company Building and turn it into a community gathering space for artists. They built an annex to the brewery to house a gallery, art classroom, and a black box theater. In 2000, the organization purchased the St. Teresa Catholic Church building and converted it into a 250 seat Performance Hall. In 2015 BAC was able to close Minnesota Street to traffic in between the two buildings to create a two city-block arts campus complete with facilities for visual arts, theatrical arts, dance and music, and outdoor art to include a Harmony Sculpture Park, twelve murals, rotating sculptures and in the summer months, an outdoor amphitheater.

## Brewery Arts Center Board of Directors 2024

Michelle Thomas , President

Seth Fitzgerald , Vice President

Barbie Tese, Treasurer

Angela Bullentini Wolf , Secretary

Jon Rogers, Board Member

Timi Baxter , Board Member

Niki Gladys , Board Member

Mary Clair Boucher, Board Member

Lupe Ramires, Board Member

Stacey Ayers, Board Member

## Supplemental Materials 7. 449 King Street Long-Range Plan

The Brewery Arts Center's most recent strategic plan was for a 5 year period between 2017 and 2022. This plan was successfully executed and all major goals were completed. BAC welcomed a new Executive

Director on January 2nd 2023. The board postponed the strategic planning session for one year to allow the new director time to settle into the position. Great strides were still made towards the organization's mission "to enrich the quality of life by cultivating arts and culture for all". Accomplishments in 2023 include:

- A successful capital campaign that brought in over \$225k to purchase an outdoor stage, ensuring the longevity of barrier free access to live music in Carson City. Previously, BAC has rented temporary staging to accommodate the Levitt AMP series, but an obligation was identified to provide permanence to what has become a cornerstone of large scale community gathering and multi-generational interaction in Carson City.
- The planning and implementation of Carson City Murals & Music Festival in partnership with Visit Cason and Carson City Parks & Rec. The festival saw 22 new murals added to the city over 3 days. The feedback was overwhelmingly positive and another mural festival is currently in the works for September 26-28, 2024.
- Taking over the role of presenter for Mark Twain Days and tripling the amount of activities. The focus moving forward is on highlighting the literary arts. This is being accomplished through over 100 events during mothers day weekend with a variety of partners in Carson City and Virginia City including: Western Nevada College, The Nevada State museum, The Children's Museum of Northern Nevada, Nevada State Railroad Museum, St. Mary's Art Center, Visit Carson, Carson City Community Center, Carson City Senior Center, Nevada State Historic Prison, and Nashville Social Club.
- An overhaul of [www.breweryarts.org](http://www.breweryarts.org) to reflect the host of activities, classes, and events offered on the BAC campus year round.
- Migrating to a new ticketing system. Improvement in this area has supported the goal of deepening engagement by making it as easy as possible for potential students and audience members to attend the diverse range of experiences curated by the organization and its partners.
- Expanding the staff to include the new full-time position of Deputy Director as well as an Exhibition Curator who works on retainer to bring cutting edge artists to prominence in our Exhibition Hall.

- Remodeling the lobby of 449 W. King Street to become an additional gallery, which now features BAC instructors and their long-term students.
- Increasing bilingual and multicultural event offerings to connect with the hispanic community in Carson City, which makes up nearly 25% of the population.

The BAC's new Executive Director was accepted into the Community Foundation's Non-Profit Academy. This opportunity has already led to an exciting new partnership: OnStrategy has taken on BAC Pro-Bono to consult in the creation of a new 5 year plan. OnStrategy is an industry leader that has developed strategic planning and implementation tools for: Chobani, Patagonia, Make-A-Wish, Mastercard Foundation, and City Of Reno. Consultation is scheduled for late summer/early fall 2024. Major goals that will be outlined in this strategic plan include:

- Re-introducing a membership program. The previous Executive Director discontinued the existing program to re-assess and address logistical issues. The new executive director has experience with membership based benefit programs and is eager to implement a new program for BAC. This is consistent with frequent requests by the community who often say "start a new membership program, we want to give the BAC money". A goal has been set to maintain monthly or annual membership by 1,500 community members in the next 5 years.
- Strengthen and grow a BAC endowment fund. Brewery Arts Center will celebrate its 50th anniversary in 2026. This is a perfect opportunity to engage with the community to help BAC smoothly reach 100 years with a consistent and reliable income. The goal is to have 5 million dollars in an endowment fund by 2029, which will annually generate enough interest to cover yearly salary and operating expenses. When this goal is accomplished, BAC will literally be unshakable.
- Unify the campus. BAC inhabits two blocks of Carson City's historic west side. The Brewery Building at 449 W. King Street and the Performance Hall at 511 W. King Street are separated by Minnesota street. In 2015 Carson City deeded Minnesota Street (from W. King to W. 2nd) to BAC. After two and half decades of controlling both blocks, many residents still don't realize it is all part of one campus. BAC will be undertaking a major project to make it clear both buildings belong to the same organization. This will be done through a variety of creative placemaking methods, including sculptures, murals, and construction to connect the two parking lots.
- Increase staff. In the last year BAC has been able to host and produce more events than ever before. The increase in activity needs to be supported by additional staff including, but not limited to: Web & Social Media Manager, Membership Manager,



Grants Manager, and Facilities Manager.

- Offer campus-wide free wifi. During the annual free summer concerts BAC welcomes 2,500 visitors per week, 10 weeks in a row. Offering free wifi in exchange for opting in to the BAC email list will create a direct line for deeper engagement and generate the return of summer concert goers to explore other education and entertainment opportunities at BAC year round.

## Supplemental Materials 8. 449 King Street Organization's Activities July 1, 2023 thru Jun 30, 2024

- **Levitt Concert Series** - Ten free concerts annually serving 3000 community members at each event.
- **Musicale @ the Maizie and Concerts** -
- **Wild Horse Children's Theater Performances and Camp** - Three shows annually serving children and their families, a 2 week summer theater camp for children
- **Black Top Buffet** - Ten weeks of Wednesday night food trucks, out in the Performance Hall parking lot.
- **Proscenium Players Inc. Theater Performances and Improv Workshops** - Three performances annually and weekly improv workshops on Mondays
- **Artist Open Studios** - Weekly painting, drawing, and ceramic open studio opportunities for local artists.
- **Art Classes** - Weekly ceramic, drawing, and painting classes to serve the community.
- **C5 Cinema Events** - Four classic cinema events open to the community.
- **High Sierra Swing** - Monthly swing classes
- **Connections** - A free monthly event to bring the community together to tell stories and build connections.
- **Community Partner Events** - We work with Carson High School, NV Storytellers, Toiyabe Violin, Sierra Nevada Ballet, Firebird Light Opera, and many others to bring their performances to the community at large.
- **Vinyl Pick-Nic** - A free monthly listening event inviting the community to listen to records and share their love of music.
- **Cinco de Mayo Festival** - A community wide, three day festival bringing different communities together complete with live performance, artist vendors, and local food vendors.
- **Mark Twain Days** - A three day festival in conjunction with local community partners to promote the rich artistic community inspired by Mark Twain.
- **Rotary Luncheon** - Weekly luncheons with local community leaders working to strengthen the local economy.
- **Private Rental** - Spaces on campus are occasionally rented to community member for private use, such as weddings and celebrations of life.
- **Living Stones Church** - 511 King Street is rented out to the Living Stones church for Sunday services.
- **DBA Wine Walk** - Monthly wine walks hosted by the Carson City Downtown Business Association.
- **BAYA** - Monthly meetings and events with the Brewery Arts Youth Association.

## **Supplemental Materials 9. 449 King Street CCCHP Grant Detailed Report**

The Brewery building, which includes annexes added in the 1970s, was owned by Carson City government until 2019, when the deed was transferred to BAC; however, grants for the Brewery were typically made directly to BAC, who managed the projects and the funding. Since 1993, BAC has received \$684,408 in CCCHP funding. All projects were successfully completed, except for the 2004 grant. In 2004, BAC was awarded \$20,000 to upgrade the Brewery's brick exterior façade, but did not actually receive the funding because SHPO grant monies were unavailable to fully fund the award. In 2021, an additional \$6,200.00 was granted in addition to the \$120,000 awarded in 2020 when more funds became available.

### **Previous CCCHP Grants Carson Brewing Company Grants 1993 thru 2024**

- 2024 - \$38,250 - final payment from previous grant
- 2023 - \$272,452
- 2021 - \$71,624
- 2020 - \$120,000
- 2009 - \$130,000
- 2004 - \$60,000
- 2001 - \$36,090
- 1999 - \$98,302
- 1998 - \$69,270
- 1997 - \$75,000
- 1996 - \$170,635
- 1993 - \$75,000

## Supplemental Materials 10. 449 King Street Grants and Other Funding

Date	Source	For	Amount
04/14/2021	SW Gas Co	Corporate Sponsorship	\$2,500.00
04/30/2021	Allison MacKenzie Law	Levitt Sponsorship	\$1,200.00
05/18/2021	Carson Tahoe Hospital	Levitt Sponsorship	\$7,500.00
05/26/2021	Levitt Foundation	Summer Concerts	\$18,750.00
06/02/2021	Downtown Business Associateion	Levitt Sponsorship	\$2,000.00
06/02/2021	Dr. Mark Funke	Levitt Sponsorship	\$2,500.00
06/02/2021	The Fire Circle	Levitt Sponsorship	\$1,200.00
06/14/2021	Kilpatrick Bullentini Law	Levitt Sponsorship	\$1,600.00
6/16/2021	Nauman Foundation Grant	Summer Concerts	\$8,000.00
07/09/2021	E720	Levitt Sponsorship	\$1,000.00
08/06/2021	Shuttered Venues Operators Grant (first request)	Covid Relief	\$132,037.90
08/12/2021	Plumas Bank	Corporate Sponsorship	\$1,500.00
09/08/2021	Nevada Arts Council Grant	Operating Support	\$18,600.00
09/20/2021	Private Donation	Songwriter Series Sponsorship	\$5,000.00
10/04/2021	Nevada Arts Council	American Rescue Plan (ARP) Grant	\$15,400.00
10/07/2021	State of Nevada?????		\$9,669.36
10/12/2021	State of Nevada?????		\$30,143.54
10/20/2021	Levitt Foundation	Summer Concerts	\$6,250.00
11/17/2021	Shuttered Venues Operators Grant (second request)	Covid Relief	\$78,966.45
12/23/2021	Hawkens Foundation	Grant	\$9,000.00
01/24/2022	Plumas Bank	Corporate Sponsorship	\$1,500.00
02/02/2022	State of Nevada	Traveling Exhibition	\$52,795.58
03/29/2022	Plumas Bank	Corporate Sponsorship	\$1,500.00
04/22/2022	Levitt Foundation	Summer Concerts	\$6,250.00
05/24/2022	Kilpatrick Bullentini Law	Levitt Sponsorship	\$1,200.00
05/24/2022	Dr. Mark Funke	Levitt Sponsorship	\$1,200.00
05/24/2022	Private Donation	Songwriter Series Sponsorship	\$5,000.00
05/25/2022	Plumas Bank	Corporate Sponsorship	\$1,500.00
05/25/2022	Levitt Foundation	Summer Concerts	\$12,500.00
06/23/2022	Allison MacKenzie Law	Levitt Sponsorship	\$1,200.00
06/23/2022	Nauman Foundation Grant	Traveling Exhibition	\$12,000.00
07/28/2022	Living Stones	Levitt Sponsorship	\$1,200.00
07/29/2022	The Change Companies	Levitt Sponsorship	\$15,000.00
08/04/2022	???NDEP/Buraeu Of Corrective Actions	Traveling Exhibition	\$3,500.00
08/30/2022	???NDEP/Buraeu Of Corrective Actions	Traveling Exhibition	\$7,000.00
09/15/2022	Carson City Redevelopment Authority	Traveling Exhibition	\$9,000.00
09/22/2022	Plumas Bank	Corporate Sponsorship	\$1,500.00
09/30/2022	Levitt Foundation	Summer Concerts	\$6,250.00
10/14/2022	NDEP/Buraeu Of Corrective Actions		
12/15/2022	Plumas Bank	Corporate Sponsorship	\$1,500.00
12/15/2022	Hawkens Foundation	Capital Campaign Donation	\$20,000.00
12/15/2022	Carol Koontz	Capital Campaign Donation	\$10,000.00
01/01/2023	Carson City Redevelopment Authority	Traveling Exhibition	\$5,000.00
01/26/2023	Craig Steele	Capital Campaign Donation	\$5,000.00
3/26/2023	Connections Central	Levitt Sponsorship	\$30,000.00

04/20/2023	Plumas Bank	Corporate Sponsorship	\$1,500.00
5/26/2023	Levitt Foundation	Summer Concerts	\$22,750.00
06/06/2023	Kilpatrick Bullentini Law	Levitt Sponsorship	\$1,700.00
06/06/2023	Private Donation	Songwriter Series Sponsorship	\$5,000.00
06/27/2023	Nauman Foundation	Capital Campaign Donation	\$10,000.00
07/20/2023	Plumas Bank	Corporate Sponsorship	\$1,500.00
07/20/2023	Armac Construction	Levitt Sponsorship	\$1,200.00
07/21/2023	<u>Nevada Division of Tourism</u>	<u>Rural Marketing Grant</u>	\$4,275.00
07/25/2023	Kilpatrick Bullentini Law	Exhibition Sponsorship	\$2,500.00
08/31/2023	Carson City Visitors Bureau	Youth Association Sponsorship	\$10,000.00
09/13/2023	Plumas Bank	Corporate Sponsorship	\$1,500.00
12/08/2023	Plumas Bank	Corporate Sponsorship	\$1,500.00
12/08/2023	Don Kuhl Private Donation	Capital Campaign Donation	\$100,000.00
12/20/2023	Levitt Foundation	Summer Concerts	\$7,500.00
12/21/23	Jon Rogers	Capital Campaign Donation	\$10,000.00
12/22/2023	Carter & Peggy Twedt	Capital Campaign Donation	\$3,000.00
01/01/2024	Nevada Art Council	Operating Support Grant	\$19,800.00
01/17/2024	Timi Baxter	Capital Campaign Donation	\$10,000.00
02/06/2024	Carson City Tourism Authority	Levitt Sponsorship	\$20,000.00
02/06/2024	Carson City Tourism Authority	Mark Twain Days Sponsorship	\$49,000.00
02/14/2024	Tim & Sandra McFarren	Capital Campaign Donation	\$5,000.00
02/22/2024	Charles and Collie Hutter	Capital Campaign Donation	\$5,000.00
02/22/2024	Click Bond/Hutter Donation Match	Capital Campaign Donation	\$2,500.00
04/09/2024	Private Donation	Songwriter Series Sponsorship	\$5,000.00
<b>Total:</b>			<u>\$864,637.83</u>

**NEVADA COMMISSION FOR CULTURAL  
CENTERS & HISTORIC PRESERVATION (CCCHP)  
GRANT APPLICATION**



NEVADA  
STATE HISTORIC  
PRESERVATION OFFICE

**APPLICATION BUDGET**

APPLICANT: Brewery Arts Center, Brewery Building, 449 West King Street

**1. Personnel:** CCCHP Grant funds cannot be used to compensate personnel. Match is limited to work related to the grant project.

	Position Title	Hours	Hourly Rate (HR)	Does HR include fringe benefits?	% of HR that is fringe benefit	Amount of fringe benefit	Match (Non-CCCHP Grant)
a.							\$ 0.00
b.							\$ 0.00
c.							\$ 0.00
d.							\$ 0.00
e.							\$ 0.00
f.							\$ 0.00
g.							\$ 0.00
h.							\$ 0.00
i.							\$ 0.00
j.							\$ 0.00
						<b>Sub-total:</b>	\$ 0.00

**2. Travel:** CCCHP Grant funds only cover travel for contracted service providers. This can be companies or individuals. Travel expenses must follow U.S. General Service Administration (GSA) rates.

	Contracted service provider	Match	CCCHP Grant	Total Amount
a.				\$ 0.00
b.				\$ 0.00
c.				\$ 0.00
d.				\$ 0.00
e.				\$ 0.00
f.				\$ 0.00
g.				\$ 0.00
h.				\$ 0.00
i.				\$ 0.00
j.				\$ 0.00
<b>Sub-total:</b>		\$ 0.00	\$ 0.00	\$ 0.00



NEVADA COMMISSION FOR CULTURAL  
CENTERS & HISTORIC PRESERVATION (CCCHP)  
**GRANT APPLICATION**



NEVADA  
STATE HISTORIC  
PRESERVATION OFFICE

APPLICATION BUDGET Cont.

APPLICANT: Brewery Arts Center, Brewery Building, 449 West King Street

**4. Operating:** List estimated operating expenses relating to the proposed project.

Note: CCCHP Grant funds cannot be used for administrative costs.

	# of	Rate	Flat Rate	Match	CCCHP Grant	Total Amount
a.	Photocopying					\$ 0.00
b.	Film and Processing					\$ 0.00
c.	Maps					\$ 0.00
d.	Postage					\$ 0.00
e.	Telephone					\$ 0.00
f.	Utilities					\$ 0.00
g.	Supplies (specify)					\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
h.	Other (specify)					\$ 0.00
						\$ 0.00
						\$ 0.00
				Sub-total:	\$ 0.00	\$ 0.00

**5. Other (please specify or attach detailed budget):**

	Rate	Match	CCCHP Grant	Total Amount
a.				\$ 0.00
b.				\$ 0.00
c.				\$ 0.00
d.				\$ 0.00
e.				\$ 0.00
f.				\$ 0.00
g.				\$ 0.00
h.				\$ 0.00
i.				\$ 0.00
		Sub-total	\$ 0.00	\$ 0.00



NEVADA COMMISSION FOR CULTURAL  
CENTERS & HISTORIC PRESERVATION (CCCHP)  
**GRANT APPLICATION**



NEVADA  
STATE HISTORIC  
PRESERVATION OFFICE

APPLICATION BUDGET Cont.

APPLICANT: Brewery Arts Center, Brewery Building, 449 West King Street

**6. Section #1- 5 Subtotals:**

		Match	CCCHP Grant	Total Amounts
1.	Personnel	\$ 0.00		\$ 0.00
2.	Travel	\$ 0.00	\$ 0.00	\$ 0.00
3.	Contractual Services	\$ 0.00	\$ 363,518.88	\$ 363,518.88
4.	Operating	\$ 0.00	\$ 0.00	\$ 0.00
5.	Other	\$ 0.00	\$ 0.00	\$ 0.00
Sub-total		\$ 0.00	\$ 363,518.88	\$ 363,518.88

7. Requested CCCHP Grant Total: \$ 363,518.88

8. Potential Match: \$ 0.00

9. Proposed Project Costs Grand Total: \$ 363,518.88

**Note:** For assistance with completing the budget, please refer to the CCCHP Grant Handbook.

Topics

- Match
- Procurement of Goods, Services, & Contracts

Forms

- Value of Donated Material
- Value of Donated Equipment
- Value of Donated Labor

## **Budget/Scope of Work 449 King Street Brewery Building**

### **HVAC Replacement/repair**

The Brewery Arts Center has one Rooftop HVAC Package Unit (Heat & A/C) for the west part of the black box theater that is totally dead, and due to the age of the unit, parts are no longer available to repair it, and it would not be worth trying to repair as it is past its useful life.

There are two other units on the roof that feed the south and east parts of the black box theater that are the same year, make and model, and they are struggling to keep working and are not worth repairing.

The rooftop package unit that feeds the NAA Gallery has been serviced as much as it can – parts are no longer available, and the unit leaks into the gallery below during heavy precipitation.

The package unit that runs the BAC office is operating at twice its serviceable lifespan at 46 years in service, and parts are no longer available.

There is a split system for the Artisan Store and Exhibit Hall which share the former tasting room of the former brewery. Parts are very hard to get for this system, and the space often hosts world-class exhibits and art and it is crucial to maintain appropriate levels of heating/cooling.

The drawing room and pottery studio both have separate units that were installed 43 years ago, and are too costly to repair anymore due to their age.

There are 3 units that run the Grand Ballroom upstairs from the former tasting room of the former brewery. Parts are available for these three identical units, but the parts are expensive. The technicians recommend replacement, but the units are all currently operating within acceptable ranges.

Since March 2022, the BAC has spent \$25,569 on repairs to our HVAC systems on the campus. The age of the units is the primary cause of failure.

### **Elevator Upgrades/Code Compliance**

The BAC was notified by the State of Nevada that our elevator, the only one on the campus, is not in compliance with current code. The state is requiring us to install a Door Lock Monitoring System, and a Door Restrictor System to bring the elevator up to code. During the last inspection, it was noted that the Jack Packing at the base of the elevator is leaking, and must be replaced.

The cost to bring the elevator up to codes is \$29,950

The elevator contractor, Koch Elevator, and the inspection company, High Sierra Elevator, both recommend a full Hydraulic Elevator Modernization upgrade to the elevator, as it is 32 years old, which is past its serviceable life.

The full Hydraulic Elevator Modernization will correct the issues regarding the Door Lock Monitor, Door Restrictor, and the Jack Packing, as well as replacing the Controller, adding a car-top inspection station, new Cable, Car and Hoistway Wiring, Hydraulic Power Unit, new Fixtures, and new Door Operator. This work will keep the elevator operating smoothly and safely for another 30 years.

The full Hydraulic Elevator Modernization upgrade is \$160,000

### **Gutter Installation/replacement**

The current gutters on the Brewery Building are leaking, rusting, and coming off of the building. There is a significant section that is discoloring the on the east side of the building, along Division Street.

Gutters on the annex portion are leaking as well, and do not drain properly.

### **Entry/access Door Replacement**

There are a set of double steel doors that have taken too much use over the years – the doors are out of plumb, the closers are all broken, the pushbar hardware is barely functional and the locks do not work properly. The seals of the door are gone, allowing weather, and small creatures to be able to enter.

### **Fire Sprinkler Code Compliance/Repairs**

The Brewery Arts Center campus is about to be out of compliance with the Carson City Fire Inspector. We are due – almost overdue – for the 5-Year inspection that involved draining, removing portions, and inspecting the piping system and heads for rust or wear. In addition, we are in violation of the fire code that requires an additional sprinkler head to be added to the upstairs commercial kitchen.

# STRONG McPHERSON & COMPANY

Certified Public Accountant

REN-06  
Darryl R. Strong, CPA  
Marlin S. Polunin, CPA  
Curt S. Helmers, CPA

701 BOND STREET  
SILVERADO, NEVADA, USA

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Fax: (775) 826-4400

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
Brewery Arts Center

We have audited the accompanying financial statements of Brewery Arts Center (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statement of activities and cash flows for the year then ended and the statement of functional expenses for the year ended June 30, 2018, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

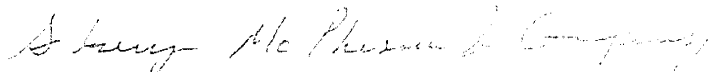
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Brewery Arts Center as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Reno, Nevada  
February 8, 2019

## **Budget B. 449 King Street Audit Explanation**

Our most recent audit has been submitted to CCCHP. The audit was completed in 2019 and we are currently working on having another audit prepared in accordance with our nonprofit status. We maintain financial viability and responsibility through the use of internal bookkeeping with an overseeing accountant and with our monthly financial reports being reviewed by the treasurer and our board of directors. All of our bank accounts are in good standing, as is our reputation in the community.



# Michael Wienczek

[mikey@breweryarts.org](mailto:mikey@breweryarts.org)

775.315.3244

## Professional Experience

**Brewery Arts Center**, Carson City, NV

April 2020- present **Director of Operations**

Achievements & Responsibilities:

- Managing staff and volunteers
- Managing campus resources
- Responsible for \$240,000 State Historic Preservation Grant for facility
- Coordination and implementation of concerts and events
- Artist coordinator / booking agent / hiring staff
- Liaison to our over 15 partner organizations
- Mission accountability

**Comstock Propane**, Carson City, NV

2012- 2020 **Commercial Tanker Driver/Service Technician**

Achievements & Responsibilities:

- Certified through State of Nevada LP Gas board
- Coordination of deliveries across Northern Nevada

**Naturally Beautiful Gardens**, Carson Valley, NV

2007-2012 **Project Foreman**

Achievements & Responsibilities:

- Manage staff and laborers on custom landscape projects
- Responsible for direct customer relations
- Executed custom landscape designs from blueprint to completion

**Nationwide Communications and CBS Broadcasting**, Seattle, WA & Portland, OR

1994-2000 **Promotions Administrator**

Achievements & Responsibilities:

- Managed promotion department staff and interns
- Created and carried out sales promotions and special events
- Onsite talent at promotional events, concerts, parties and large public events
- On air talent and producer of specialty shows

## **Education**

Mt. Hood Community College 1996-1998

Associates degree program, media broadcasting

## **Current Volunteer Responsibilities**

Brewery Arts Center, Board of Directors 2014-2020, Proscenium Players, Board of Directors 2014-2017, Sassabration Organizing Committee 2015- present, Christmas in April, Seattle Washington (annually)

## **Awards**

2019 Carson City Mayor's Art Award Winner – Service to the Arts

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## NAME & CONTACT INFORMATION:

Spike McGuire  
2135 Arcane Ave  
775-338-6783, spike.mcguire@gmail.com, [www.spikemcguire.com](http://www.spikemcguire.com), [www.loudasfolk.com](http://www.loudasfolk.com)

## EMPLOYMENT:

2023-Current	Executive Director, Brewery Arts Center, Carson City, NV
2022-Current	Coordinator/Host/Promoter, "First Thursdays", Nevada Museum Of Art, Reno, NV
2015-Current	Endorsed Artist, GraphTech Guitar Labs, Delta, British Columbia, Canada
2011-Current	Founder/Host/Curator/Promoter, Loud As Folk Songwriters Showcase, Reno, NV
2011-2013	On-air personality, Lotus Broadcasting Corporation, Reno, NV
2008-2009	Marketing Director, pH Productions (Improv Comedy Theatre), Chicago, IL

## SELECTED PERFORMANCES:

April 2024	Host/Performer, "Reno Punk Rock Flea Market", Reno, NV
November 2023	Performer/Promoter, "Album Release Tour", 8 Historic Venues in NV
August 2023	Coordinator/Host/Promoter, "Loud As Folk", Valhalla Boathouse, Lake Tahoe, NV
July 2022	Headliner, "Artown: Fridays On The Truckee", Wingfield Amphitheater, Reno, NV
May 2022	Entertainment Director/Music Booker, "Mural Expo", Railway Depot, Fernley, NV
July 2021	Coordinator/Host/Promoter, "Loud As Folk", Levitt Amphitheater, Carson City, NV
October 2020	Coordinator/Host/Promoter, "Loud As Folk", Crystal Bay Casino, Lake Tahoe, NV
January 2020	Coordinator/Host/Promoter, "Loud As Folk", Brewery Arts Center, Carson City, NV
October 2019	Coordinator/Host/Promoter, "Loud As Folk", Pipers Opera House, Virginia City, NV
September 2019	Entertainment Director/Music Booker, "Mural Expo", Various Venues, Elko, NV
January 2019	Performer/Promoter, "Loud As Folk Winter Tour", 15 shows, NV, AZ, CA
October 2018	Performer/Promoter, "Runnin' Out Of Daylight Tour", 23 shows, NV, CA, OR, WA
May 2018	Host/Promoter, "Loud As Folk/Punk Rock Bowling", The Griffen, Las Vegas, NV
December 2017	Performer, "Folk Machine", 26 shows, France, Germany, Switzerland, Belgium
May 2016	Performer, "Lightning In A Bottle", Music Festival, Bradley, CA

## SKILLS:

Production Tech: Expert knowledge in audio, formal training in set design, construction, and lighting.

Promotion: Poster/handbill distribution, radio advertising campaigns, television appearances.

Fundraising: Generated over \$200k in first year as director of Brewery Arts Center.

Interviews: Subject of many articles/pieces for television, radio, podcasts, and print media.

Leadership: Director of multiple live productions, events, studio recordings, and marketing campaigns.

Team Building: Coordinating ever-changing combinations of artists for events and tours.

Web Development: Design/maintenance of [www.loudasfolk.com](http://www.loudasfolk.com) including ticket sales and subscriptions.

Graphic Design: Numerous promotional materials including 11x17 posters, handbills, and digital assets.

Money Management: Disbursement of payments to performers and tracking financial records.

Grant Writing: Understanding of format, guidelines, and formal procedures.

Problem Solving: Overcoming logistical obstacles that would otherwise hinder artistic excellence.

## EDUCATION:

2009 BA in Theater, Columbia College, Chicago, IL

2009 Comedy Studies Program, Second City, Chicago, IL

# PROPOSAL

Date: 4/26/2024

# ANDERSON

## HEATING & AIR CONDITIONING



2578 S Curry St. #8  
Carson City, NV 89703  
Phone: (775) 882-8154  
NV License #0031042A Limit \$5,000,000

### Proposal Submitted To:

Brewery Arts Center  
ATTN: Mike  
449 W King St  
Carson City, NV 89703  
775-883-1976  
Mikey@breweryarts.org

### Work to Be Performed At:

Brewery Building

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

#### **Black Box Theater West Side Package Unit:**

- Remove and recycle the existing package unit above the Black box theater.
- Install (1) 5ton 150k BTU rooftop package unit. KGB060S4E
- Install (1) economizer.
- Complete with permit, crane, curb adapter, gas, electrical, drain, controls, and startup.
- **The average serviceable lifespan of a package unit is between 20 and 25 years. The existing unit is 35 years old. Parts are hard to get and expensive. Due to the age of the unit and parts availability replacement is highly recommended.**

**\$21,000.00 per Complete**

#### **Black Box Theater East Side Package Unit:**

- Remove and recycle the existing package unit above the Black box theater.
- Install (1) 5ton 150k BTU rooftop package unit. KGB060S4E
- Install (1) economizer.
- Complete with permit, crane, curb adapter, gas, electrical, drain, controls, and startup.
- **The average serviceable lifespan of a package unit is between 20 and 25 years. The existing unit is 35 years old. Parts are hard to get and expensive. Due to the age of the unit and parts availability replacement is highly recommended.**

**\$21,000.00 Complete**

#### **Black Box Theater South Side Package Unit:**

- Remove and recycle the existing package unit above the Black box theater.
- Install (1) 5ton 150k BTU rooftop package unit. KGB060S4E
- Install (1) economizer.
- Complete with permit, crane, curb adapter, gas, electrical, drain, controls, and startup.
- **The average serviceable lifespan of a package unit is between 20 and 25 years. The existing unit is 24 years old. Parts are available but expensive. Due to the age of the unit and parts availability replacement is highly recommended. When this unit replaced the original unit, a proper curb adapter was not installed. The installing contractor capped the existing curb and set the new unit on the cap. This created a place for water to pool and has led to water leaking down through the curb. A curb adapter will be installed when this unit is replaced which will fix the leak.**

**\$21,000.00 Complete**

Continued on the next page..

**NAA Gallery Package Unit:**

- Remove and recycle the existing package unit.
- Install (1) 4ton 108k BTU rooftop package unit. KGB048S4E
- Install (1) economizer.
- Complete with permit, crane, custom curb, duct adaptation, gas, electrical, drain, controls, and startup.
- **The average serviceable lifespan of a package unit is between 20 and 25 years. The existing unit is 30+ years old. Parts are unavailable. Due to the age of the unit and parts availability replacement is required. There is a water leak originating from this unit. Locating and repairing the water leak will be significantly easier during unit replacement.**

**\$23,320.00 Complete**

**Office Package Unit:**

- Remove and recycle the existing package unit.
- Install (1) 2ton 54k BTU rooftop package unit. LRP14GE24-054EP
- Complete with permit, crane, custom curb, duct adaptation, gas, electrical, drain, controls, and startup.
- **The average serviceable lifespan of a package unit is between 20 and 25 years. The existing unit is 46 years old. Parts are unavailable. Due to the age of the unit and parts availability replacement is required. There is a water leak originating from this unit.**

**\$13,697.00 Complete**

**Artisan Store Split System:**

- Remove and recycle the existing equipment.
- Install (1) Lennox 80% 135k BTU furnace. M# ML180UH135E60D
- Install (1) Lennox up to 18 SEER 5ton AC. M# ML17XC1-060
- Install (1) 24.5" wide 5ton coil. M# LC42/60Y9DG
- Complete with permit, line set flush, flue, drain, pad, disconnect, whip, controls, and startup.
- **Notes: The average serviceable lifespan of a furnace and AC is between 20 and 25 years. The existing split system is 30 years old. Parts are hard to get and expensive. Due to the age of the unit and parts availability replacement is highly recommended.**

**\$15,157.00 Complete**

**Drawing Room Split System:**

- Remove and recycle the existing equipment.
- Install (1) Lennox 80% 90k BTU furnace. M# ML180UH090E48CB
- Install (1) Lennox up to 18 SEER 3ton AC. M# ML17XC1-030
- Install (1) 17.5" wide 3ton coil. M# CX35-48B
- Install (1) Condensate pump.
- Install (1) custom roof stand.
- Complete with permit, line set flush, flue, drain, pad, disconnect, whip, controls, and startup.
- **Notes: The average serviceable lifespan of a furnace and AC is between 20 and 25 years. The existing split system is between 30 and 40 years old. Parts are unavailable. Due to the age of the unit and parts availability replacement is required.**

**\$15,246.00 Complete**

**Pottery Room Split System:**

- Remove and recycle the existing equipment.
- Install (1) Lennox 80% 135k BTU furnace. M# ML180UH135E60D
- Install (1) Lennox up to 18 SEER 5ton AC. M# ML17XC1-060
- Install (1) 24" wide 5ton coil. M# LC49/63Z9DG
- Install (1) custom roof stand.
- Complete with permit, line set flush, flue, drain, pad, disconnect, whip, controls, and startup.
- **Notes: The average serviceable lifespan of a furnace and AC is between 20 and 25 years. The existing split system is between 30 and 40 years old. Parts are unavailable. Due to the age of the unit and parts availability replacement is required.**

**\$18,482.00 Complete**

**Continued on the next page...**

**Ballroom Split System 1:**

- Remove and recycle the existing AC and Coil.
- Install (1) Lennox up to 18 SEER 3ton AC. M# ML17XC1-036
- Install (1) 3ton slab coil. M# CH23-41
- Complete with permit, line set flush, pad, disconnect, whip, controls, and startup.
- **Notes: The average serviceable lifespan of an AC is between 20 and 25 years. The existing AC is 27 years old. Parts are available but expensive. Due to the age of the unit and parts availability replacement is required. The existing furnace is in good working order and should be serviceable for some time.**

**\$9,409.00 Complete**

**Ballroom Split System 2:**

- Remove and recycle the existing AC and Coil.
- Install (1) Lennox up to 18 SEER 3ton AC. M# ML17XC1-036
- Install (1) 3ton slab coil. M# CH23-41
- Complete with permit, line set flush, pad, disconnect, whip, controls, and startup.
- **Notes: The average serviceable lifespan of an AC is between 20 and 25 years. The existing AC is 27 years old. Parts are available but expensive. Due to the age of the unit and parts availability replacement is required. The existing furnace is in good working order and should be serviceable for some time.**

**\$9,409.00 Complete**

**Ballroom Split System 3:**

- Remove and recycle the existing AC and Coil.
- Install (1) Lennox up to 18 SEER 3ton AC. M# ML17XC1-036
- Install (1) 3ton slab coil. M# CH23-41
- Complete with permit, line set flush, pad, disconnect, whip, controls, and startup.
- **Notes: The average serviceable lifespan of an AC is between 20 and 25 years. The existing AC is 27 years old. Parts are available but expensive. Due to the age of the unit and parts availability replacement is required. The existing furnace is in good working order and should be serviceable for some time.**

**\$9,409.00 Complete**

**Seal Around Package Unit Black Box Theater:**

- Seal around the existing Black Box Theater unit that leaks with waterproof caulking.
- **This work includes no warranties or guarantees against future leaks.**

**\$246.00 Complete**

**Seal Around Package Unit NAA Gallery:**

- Seal around the existing NAA Gallery unit that leaks with waterproof DP1030 with fiber.
- **This work includes no warranties or guarantees against future leaks.**

**\$310.00 Complete**

**New Set of Filters:**

- Replace Filters.

**\$220.00 Complete**

**Continued on the next page...**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

NOTE: If any heating or air conditioning equipment is used during the course of construction, Anderson Heating & A/C is not liable for any contaminated ducts, filters or contaminated equipment.

Respectfully submitted: Stephen Hays  
Stephen Hays-Anderson Heating & Air Conditioning

Note: This proposal may be withdrawn by us if not accepted within 30 days

#### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment due upon completion of work, unless terms are made prior to installation. If the scope of work to be performed is deemed by Anderson Heating to be an extended time job, they will progressively bill the job according to what percentage they have completed. The Customer agrees that the finance charge for accounts going over 15 days will be 1.5% per month of the unpaid balance. (This is an annual percentage rate of 18%). Customer agrees to pay attorney's fee and other cost of collection after default and referral to an attorney or collection agency.

Date Accepted \_\_\_\_\_ Signature \_\_\_\_\_



From OVERHEAD FIRE PROTECTION, INC. PO BOX 5863 SPARKS NV 89432 7758563444 http://www.overheadfire.com NV.16599 | NV.81101 | CA.410047

Quote No. 2014440 Type Inspection Prepared By Amber Hodgkinson Created On 04/18/2024 Valid Until 05/31/2024

Quote For BREWERY ARTS CENTER 449 W. KING STREET 449 W. KING STREET CARSON CITY NV 89703

Description of Work

SCOPE OF WORK:

- PLACE SYSTEM ON TEST ISOLATE AND DRAIN DOWN RISER ADD (1) FIRE SPRINKLER HEAD IN KITCHEN AREA BY WINDOW NEAR HOOD SYSTEM PER FIRE DEPARTMENTS REQUEST - NOTE WORK WILL REQUIRE A PERMIT TO BE PULLED COMPLETE 5 YEAR OBSTRUCTION INSPECTION RETURN SYSTEM TO SERVICE TAKE SYSTEM OFF TEST

RETURN TRIP WILL BE REQUIRED TO HAVE PERMIT SIGNED OFF ON

SCOPE OF WORK:

NOTE - IN ACCORDANCE WITH NFPA 14.2.2, EVERY OTHER SYSTEM SHALL BE INSPECTED UNLESS FOREIGN ORGANIC AND / OR IN-ORGANIC MATERIAL IS FOUND. IN THE EVENT ALL SYSTEMS ARE REQUIRED TO BE INSPECTED, CUSTOMER WILL BE NOTIFIED AND ADDITIONAL APPROVAL WITH BY SOUGHT

FIVE YEAR INTERNAL ASSESSMENT OF FIRE SPRINKLER PIPING: IN ACCORDANCE WITH NFPA 25 14.3.2.2 A MINIMUM OF (5) PICTURES MUST BE TAKEN:

- SYSTEM VALVE OR WATER CONTROL VALVE, WHERE PROVIDED
- CROSS MAIN MOST REMOTE END OF REMOTE CROSS MAIN
- BRANCH LINE NEAR THE MOST REMOTE LINE AT CONNECTION TO CROSS MAIN
- BRANCH LINE NEAR THE MOST REMOTE LINE AT END OF BRANCH LINE
- BRANCH LINE PIPING DIRECTLY CONNECTED TO THE MOST REMOTE LOW POINT DRAIN

INTERNAL INSPECT ALL CHECK VALVES TO VERIFY COMPONENTS OPERATE CORRECTLY PER 2023 NFPA 25 13.4.2.1

REPLACE GAUGE

ITEMS INCLUDED:

MATERIAL AS SPECIFIED ABOVE LABOR DURING WORKING HOURS, MONDAY-FRIDAY 7:00 AM TO 3:30 PM INSPECTION REPORT AND WITH RECOMMENDATIONS, IF ANY

EXCLUSIONS:

REPAIRS/ALTERATIONS OF THE EXISTING SYSTEM OUTSIDE SCOPE OF CONTRACT



ELECTRICAL WORK, ALARM WORK, CENTRAL STATION MONITORING

LIFT/EQUIPMENT RENTAL

CLEANING AND PAINTING OF PIPE

PATCHING, PAINTING, REPAIRS OF SHEETROCK, CEILINGS, ETC.

SHOULD MIC TESTING BE REQUIRED DUE TO INSPECTION RESULTS OR REQUESTED THERE WILL BE AN ADDITIONAL COST OF \$600.00 PER RISER.

**Services to be completed**

[Obstruction Investigation] Location - Building

5-YEAR OBSTRUCTION TESTING OF FIRE SPRINKLER SYSTEM

[Sprinkler] Location - Building

ADD (1) SPRINKLER HEAD IN KITCKEN NEAR HOOD SYSTEM AND WINDOW PER FIRE DEPARTMENT'S REQUEST

**GRAND TOTAL                    \$2,500.00**

By my signature below, I authorize work to begin and agree to pay the Grand Total.

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

Signature: \_\_\_\_\_



**PROPOSAL # Q-71724**

**Repair Proposal**

**2505 Mill St, Ste. B • Reno, NV 89502  
775-323-8822 • NV Lic #0089731**

Date: 4/9/2024

<b>CUSTOMER</b>	<b>JOB ADDRESS</b>
Brewery Arts Center 449 W King St Carson City, NV 89703  Attention: <b>Wienczek, Mikey</b> Phone: 775-883-1976 Email: mikey@breweryarts.org	449 W King St Carson City, NV 89703 89703  Contract #: TMC-4710 Elevator ID #: NV3406

**Koch Elevator proposes to furnish the necessary material and labor to perform the following work during regular working hours. This quote is based on all work being performed with our full and uninterrupted use of the elevator.**

**WORK TO BE PERFORMED:**

Install door lock monitoring system device on your elevator at the above address. The work also includes a site visit for reinspection as needed with a State inspector.

The work is complex in nature and involves mounting and wiring of major components. The work is primarily done within the hoistway and machine room. It also includes final adjustments and troubleshooting as necessary. The work will take up to 2 days and requires two elevator mechanics to complete. The elevator will not be available for use during this time.

**Terms:** 50 % due upon award, balance due upon completion of work, per final invoices provided.

*Make Checks Payable to: **Koch Elevator***  
**Total Cost: \$22,546.00**

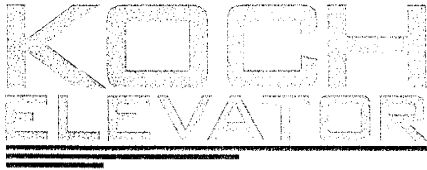
Submitted by Koch Elevator: Rachel Jones District Sales Manager Phone: 916-792-5414 Email: rjones@kochelevator.com	Accepted by Customer:  Printed Name: _____  Title: _____
Accepted by Koch Elevator: Name _____  Signature: _____ Date _____	Accepted by Customer:  Signature: _____ Date _____

**SUBJECT TO TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT**

## **Koch Elevator ~ Terms and Conditions.**

1. The price stated herein shall be honored for a period of thirty days from date stated herein.
2. It is expressly understood and agreed all prior agreements, written or verbal, regarding the subject matter herein, are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.
3. Unless otherwise agreed it is understood the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price Koch Elevator usual rates for such work shall be added to the contract price herein named.
4. Purchaser agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment, imposed by any law enacted after the date of this proposal or imposed upon Purchaser by any existing law.
5. Purchaser agrees to pay, **fifty (50%) percent** of the Agreement amount including any accepted options and/or alternates upon acceptance of this proposal.
6. Koch Elevator reserves the right to discontinue work at any time until we have assurance, satisfactory to us, that payments will be made as agreed.
7. Final payment shall become due and payable upon **acceptance** of the work **by purchaser**. Failure to pay any sum due to Koch Elevator within thirty (30) days of invoice will be a material breach. A delinquent payment charge calculated at the rate of 1% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to any default amount, all attorney fees, collection cost or court cost in connection therewith.
8. The machinery, implements and apparatus furnished hereunder remain Koch Elevator personal property and Koch Elevator retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes or the sale, mortgage or lease of the premises.
9. The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.
10. The completion of work or delivery of material specified in this Agreement is subject to delays caused directly or indirectly by embargoes, strikes, lockout, common carriers, and accidents or by any other similar or dissimilar cause beyond Koch Elevator control, for which Koch Elevator to be held harmless.
11. Should conditions develop beyond Koch Elevator control, making the building or premises in which Koch Elevator personnel are working dangerous, Koch Elevator reserves the right to discontinue work until such dangerous conditions are corrected.
12. Should damage occur to Koch Elevator **and not due to the fault of** Koch Elevator material or work on the premises, where work is to be or is being performed, by fire, theft, or otherwise, the Purchaser is to compensate Koch Elevator Therefore, purchaser shall at all times and at Purchasers own cost, maintain comprehensive bodily injury and property damage insurance (naming Koch Elevator as an additional insured), including bodily injury and property damage caused by the ownership, use or operation of the equipment described herein.
13. It is expressly understood, in consideration of Koch Elevator performance of the service enumerated at the price stated, that the Purchaser assumes all liability for injury, including death, to any person or persons and for damage to property or loss of use thereof, on account of relating to or resulting from the performance of the work to be done hereunder, and agrees to defend, indemnify and hold harmless Koch Elevator, its officers, directors and employees from all damages, claims, suits, expenses and payments on account of or resulting from any such injury, death or damage to property, except **to the extent such damages claims suits, expenses, or payments results** that from the negligence of Koch Elevator.
14. Neither Koch Elevator nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from purchaser's or any third party's (**not under the control of** Koch Elevator) misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

**THANK YOU FOR CHOOSING KOCH ELEVATOR**



**PROPOSAL # Q-71726**

Repair Proposal

2505 Mill St, Ste. B • Reno, NV 89502  
775-323-8822 • NV Lic #0089731

Date: 4/9/2024

**CUSTOMER**

**JOB ADDRESS**

Brewery Arts Center 449 W King St Carson City, NV 89703 89701  Attention: <b>Wienczek, Mikey</b> Phone: 775-883-1976 Email: mikey@breweryarts.org	449 W King St Carson City, NV 89703 89703  Contract #: TMC-4710 Elevator ID #: NV3406
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**Koch Elevator proposes to furnish the necessary material and labor to perform the following work during regular working hours. This quote is based on all work being performed with our full and uninterrupted use of the elevator.**

**WORK TO BE PERFORMED:**

Install an A17.3 Code compliant door restrictor system for your elevator. Work is primarily done from within the hoistway & cartop. The elevator will be down/not available for use during this time. It is estimated to take no longer than 4 hours to complete this work per car opening.

**Terms:** Due upon completion of work

*Make Checks Payable to: Koch Elevator*  
**Total Cost: \$2,678.00**

Submitted by Koch Elevator: Rachel Jones District Sales Manager Phone: 916-792-5414 Email: rjones@kochelevator.com	Accepted by Customer:  Printed Name: _____  Title: _____
Accepted by Koch Elevator: Name _____  Signature: _____ Date _____	Accepted by Customer:  Signature: _____ Date _____

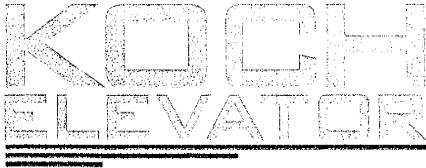
**SUBJECT TO TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT**



## **Koch Elevator ~ Terms and Conditions.**

1. The price stated herein shall be honored for a period of thirty days from date stated herein.
2. It is expressly understood and agreed all prior agreements, written or verbal, regarding the subject matter herein, are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.
3. Unless otherwise agreed it is understood the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price Koch Elevator usual rates for such work shall be added to the contract price herein named.
4. Purchaser agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment, imposed by any law enacted after the date of this proposal or imposed upon Purchaser by any existing law.
5. Purchaser agrees to pay, **fifty (50%) percent** of the Agreement amount including any accepted options and/or alternates upon acceptance of this proposal.
6. Koch Elevator reserves the right to discontinue work at any time until we have assurance, satisfactory to us, that payments will be made as agreed.
7. Final payment shall become due and payable upon **acceptance** of the work **by purchaser**. Failure to pay any sum due to Koch Elevator within thirty (30) days of invoice will be a material breach. A delinquent payment charge calculated at the rate of 1% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to any default amount, all attorney fees, collection cost or court cost in connection therewith.
8. The machinery, implements and apparatus furnished hereunder remain Koch Elevator personal property and Koch Elevator retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes or the sale, mortgage or lease of the premises.
9. The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.
10. The completion of work or delivery of material specified in this Agreement is subject to delays caused directly or indirectly by embargoes, strikes, lockout, common carriers, and accidents or by any other similar or dissimilar cause beyond Koch Elevator control, for which Koch Elevator to be held harmless.
11. Should conditions develop beyond Koch Elevator control, making the building or premises in which Koch Elevator personnel are working dangerous, Koch Elevator reserves the right to discontinue work until such dangerous conditions are corrected.
12. Should damage occur to Koch Elevator **and not due to the fault of** Koch Elevator material or work on the premises, where work is to be or is being performed, by fire, theft, or otherwise, the Purchaser is to compensate Koch Elevator Therefore, purchaser shall at all times and at Purchasers own cost, maintain comprehensive bodily injury and property damage insurance (naming Koch Elevator as an additional insured), including bodily injury and property damage caused by the ownership, use or operation of the equipment described herein.
13. It is expressly understood, in consideration of Koch Elevator performance of the service enumerated at the price stated, that the Purchaser assumes all liability for injury, including death, to any person or persons and for damage to property or loss of use thereof, on account of relating to or resulting from the performance of the work to be done hereunder, and agrees to defend, indemnify and hold harmless Koch Elevator, its officers, directors and employees from all damages, claims, suits, expenses and payments on account of or resulting from any such injury, death or damage to property, except **to the extent such damages claims suits, expenses, or payments results** that from the negligence of Koch Elevator.
14. Neither Koch Elevator nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from purchaser's or any third party's (**not under the control of** Koch Elevator) misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

**THANK YOU FOR CHOOSING KOCH ELEVATOR**



**PROPOSAL # Q-71741**

**Repair Proposal**

**2505 Mill St, Ste. B • Reno, NV 89502  
775-323-8822 • NV Lic #0089731**

Date: 4/9/2024

**CUSTOMER**

**JOB ADDRESS**

<p>Brewery Arts Center 449 W King St Carson City, NV 89703</p> <p>Attention: <b>Wienczek, Mikey</b> Phone: 775-883-1976 Email: mikey@breweryarts.org</p>	<p>449 W King St Carson City, NV 89703</p> <p>Contract #: TMC-4710 Elevator ID #: NV3406</p>
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**Koch Elevator proposes to furnish the necessary material and labor to perform the following work during regular working hours. This quote is based on all work being performed with our full and uninterrupted use of the elevator.**

**WORK TO BE PERFORMED:**

Koch Elevator to provide labor and materials to remove and replace jack (1) packing for your elevator.

The work itself is labor intensive and requires two elevator mechanics to complete. Packing is ordered specifically for your elevator and has a 1-2 weeks lead time typically.

**Terms:** 50% due upon approval, balance per final invoices provided.

*Make Checks Payable to: **Koch Elevator***  
**Total Cost: \$4,726.00**

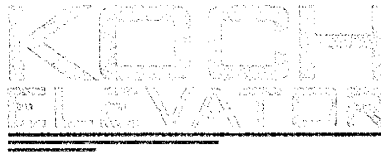
<p>Submitted by Koch Elevator: Rachel Jones District Sales Manager Phone: 916-792-5414 Email: rjones@kochelevator.com</p>	<p>Accepted by Customer:</p> <p>Printed Name: _____</p> <p>Title: _____</p>
<p>Accepted by Koch Elevator: Name _____</p> <p>Signature: _____ Date _____</p>	<p>Accepted by Customer:</p> <p>Signature: _____ Date _____</p>

**SUBJECT TO TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT**

## **Koch Elevator ~ Terms and Conditions.**

1. The price stated herein shall be honored for a period of thirty days from date stated herein.
2. It is expressly understood and agreed all prior agreements, written or verbal, regarding the subject matter herein, are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.
3. Unless otherwise agreed it is understood the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price Koch Elevator usual rates for such work shall be added to the contract price herein named.
4. Purchaser agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment, imposed by any law enacted after the date of this proposal or imposed upon Purchaser by any existing law.
5. Purchaser agrees to pay, **fifty (50%) percent** of the Agreement amount including any accepted options and/or alternates upon acceptance of this proposal.
6. Koch Elevator reserves the right to discontinue work at any time until we have assurance, satisfactory to us, that payments will be made as agreed.
7. Final payment shall become due and payable upon **acceptance** of the work **by purchaser**. Failure to pay any sum due to Koch Elevator within thirty (30) days of invoice will be a material breach. A delinquent payment charge calculated at the rate of 1% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to any default amount, all attorney fees, collection cost or court cost in connection therewith.
8. The machinery, implements and apparatus furnished hereunder remain Koch Elevator personal property and Koch Elevator retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes or the sale, mortgage or lease of the premises.
9. The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.
10. The completion of work or delivery of material specified in this Agreement is subject to delays caused directly or indirectly by embargoes, strikes, lockout, common carriers, and accidents or by any other similar or dissimilar cause beyond Koch Elevator control, for which Koch Elevator to be held harmless.
11. Should conditions develop beyond Koch Elevator control, making the building or premises in which Koch Elevator personnel are working dangerous, Koch Elevator reserves the right to discontinue work until such dangerous conditions are corrected.
12. Should damage occur to Koch Elevator **and not due to the fault of** Koch Elevator material or work on the premises, where work is to be or is being performed, by fire, theft, or otherwise, the Purchaser is to compensate Koch Elevator Therefore, purchaser shall at all times and at Purchasers own cost, maintain comprehensive bodily injury and property damage insurance (naming Koch Elevator as an additional insured), including bodily injury and property damage caused by the ownership, use or operation of the equipment described herein.
13. It is expressly understood, in consideration of Koch Elevator performance of the service enumerated at the price stated, that the Purchaser assumes all liability for injury, including death, to any person or persons and for damage to property or loss of use thereof, on account of relating to or resulting from the performance of the work to be done hereunder, and agrees to defend, indemnify and hold harmless Koch Elevator, its officers, directors and employees from all damages, claims, suits, expenses and payments on account of or resulting from any such injury, death or damage to property, except **to the extent such damages claims suits, expenses, or payments results** that from the negligence of Koch Elevator.
14. Neither Koch Elevator nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from purchaser's or any third party's (**not under the control of** Koch Elevator) misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

**THANK YOU FOR CHOOSING KOCH ELEVATOR**



## Standard Preventative Maintenance Agreement

(OG)

Submitted by Rachel Jones on April 9, 2024

This Standard Preventative Maintenance Agreement ("Agreement") is entered into as of the Effective Date stated below between Koch Elevator of 2505 Mill St, Ste. B, Reno, NV 89502 ("Company"), and the following customer ("Customer")

Brewery Arts Center  
449 West King St.  
Carson City, NV 89703

With respect to the following listed conveyances ("Equipment"):

<u>Location</u>	<u>Qty</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Stops</u>	<u>State ID</u>
449 W King St	1	Hydraulic	Otis	2	NV3406

For good and valuable consideration, Company and Customer agree as follows:

Company will provide exclusive maintenance services ("Services") for the Equipment using trained personnel during normal business hours (Monday to Friday 7:30 AM to 4:00 PM except for legal and trade holidays) ("Normal Hours").

**Term.** This Agreement commences on TBD, 2024 ("Effective Date") and, unless earlier terminated as set forth below, shall continue for a term of five (5) years. At the end of each term, this Agreement will renew automatically for an additional term of the same duration, unless either party serves written notice on the other party of its intention not to renew at least 90 days prior to the expiration of the then-current term.

**Price.** The price for the Services shall be Four Hundred and Fifty Dollars (\$450.00) per Quarter.

**Scope of Work.** Company's objective is to keep the Equipment operating as it was originally designed and to maximize its useful life. Specific services to be provided under this Agreement include:

**Maintenance Visits:** Company shall employ trained and licensed mechanics to visit the Equipment on a regular and systematic schedule to adjust, clean, and lubricate as necessary all covered components of the Equipment.

**Lubricants:** Company shall replenish lubricants and fluids as necessary for proper operation of gearboxes and pumping unit tanks. Lubricants will be selected to meet the required specifications for the Equipment and service conditions

**24-Hour Service:** Company shall provide and maintain a 24-hour, 365-day dispatching service. This includes the answering of all elevator phone units. In the event of an Equipment malfunction (a "Trouble Call"), a Company service representative will, at an additional cost and at Customer's request, dispatch a licensed mechanic to provide emergency minor adjustments to restore the Equipment to service. Should a passenger be trapped in an elevator, this will be given the highest priority for on-site service.

**Code-Required Testing:** Company will test Phase I and Phase II fire recall functions of the Equipment during its regularly scheduled visits and record the test results on a log sheet. Unless specifically covered in Special Provisions or Exhibit A, no testing is included in this Agreement. At the commencement of this Agreement, if any testing is overdue, Company assumes no responsibility or liability for the Equipment until testing has been performed and has satisfied all code requirements.

**Cleaning:** Company will clean pit(s) and machine room(s) on a regular basis.

**Quality Control:** Company will assign a supervisor to provide oversight verifying that the Equipment conforms to industry standards for maintenance, quality, and safety. During the term of this Agreement, Company will also maintain records of routine examinations, call back and repair data related to the Equipment.

**Customer Service:** Company will assign a customer service representative to Customer's account.

**Exclusions:** Scope of work excludes disassembly of equipment, draining, flushing, replacement of lubricants or hydraulic fluid with new lubricants, and safety tests not explicitly called for under this Agreement.

**Initial Inspection:** During the first 90 days of this Agreement, Company shall have the right to inspect the Equipment to evaluate its condition. If Company identifies any defects in Equipment or components, Company shall notify Customer of these issues in writing and provide a proposal for corrective action at additional cost.

**Additional Services:** If box to left is checked, then in consideration of the monthly price shown above, Company will provide additional services to Customer as listed in the Special Provisions.

**Charges for Repair and Replacement.** Charges for repair and replacement services, including both parts and labor, will be borne by Customer, at Company's then-current labor rates, as updated from time to time. Company's current labor rates are set forth on Exhibit A. For non-urgent repair and replacement services where the total cost is expected to exceed \$1,500, Company will typically submit a proposal and seek Customer approval in advance of performing said work.

**Trouble Calls.** Pricing for Trouble Call service is detailed in Exhibit A. Customer agrees that for Trouble Calls outside of Normal Hours, Customer will investigate prior to calling Company and will call only when emergency adjustments are required.

#### **General Terms and Conditions**

**Sole Service Provider.** During the term of this Agreement, Company shall be the sole party Customer allows to provide any of the Services, including alterations or upgrades to the Equipment.

**Customer Obligations.** Customer is responsible for maintaining working telephone service to elevator machine room. Customer shall provide Company with a complete set of "As Built" wiring diagrams for the Equipment. Customer agrees to provide Company with unrestricted ready access to all areas of the building in which any part of the Equipment is located, and to keep all machine rooms and pit areas free of water, stored materials, and excessive debris, and to maintain the machine room temperature between 50°F and 90°F, non-condensing. Customer agrees to provide a safe workplace for Company personnel, and to promptly remove any hazardous materials in accordance with applicable laws and regulations. Customer shall provide power to the controller and assume responsibility for the main line switch and fuses; under no circumstances shall Company be held responsible for the power delivery system and its related components. Customer is responsible for the ownership, use, and operation of the Equipment. If any Equipment is malfunctioning or presents a dangerous condition, Customer shall notify Company immediately and remove the Equipment from service until the problem is corrected. Customer will notify Company promptly of any accident that occurs in or near the Equipment. Customer will post and maintain any instructions or necessary warnings regarding the Equipment. Customer is responsible for all federal, state, and local legal requirements with respect to the Equipment, including the correction of any Elevator Code violations existing on the date of this Agreement.

**Payment Terms.** Billing is monthly in advance, and payment is due from Customer within thirty (30) days. Accounts not paid when due shall incur an interest charge of 1.5% per month until paid. For accounts which are not paid when due, Company may engage an attorney or collection agency to seek recovery, with or without the filing of any legal action or proceeding, and Customer will pay on demand all such attorneys' fees and collection costs incurred by Company. Credit card payments subject to a 4% fee. Failure of Customer to pay any sum due within sixty (60) days of the invoice date shall be a material breach of this Agreement.

**Liens.** It is agreed that with respect to any outstanding amounts due, Company may obtain and prosecute a mechanic's and materialman's lien against the real property where the Equipment is located.

**Price Changes.** The price for service shall be adjusted annually based on the percentage change in the average hourly wage and fringe benefits paid to elevator personnel. Company also reserves the right to adjust the service price based on changes in material costs, other expenses, or administrative costs. Adjustments are scheduled to commence on January 1, 2025.



**Equipment Parts.** Any parts or components furnished by Company shall remain the property of Company until final payment is made by Customer. Any parts or components Company removes from the Equipment in the course of its work shall be disposed of by Company.

**Assumption.** In the event of a sale or other transfer of the assets of Company or Customer or of the ownership of the Equipment or of the premises where the Equipment is located, this Agreement shall be assigned to the transferee, and the transferee shall be required to assume this Agreement. A change in the ownership of either Customer or Company, by transfer of equity interests, merger, reorganization, or otherwise, shall not affect the validity of this Agreement.

**Waste and Hazardous Materials.** Customer accepts sole responsibility for removing and remediating any waste or hazardous materials (including hydraulic fluid) in accordance with applicable laws and regulations. Company shall not be liable for any environmental or ecological loss or damage due to leakage, malfunction, or failure of Equipment. Customer agrees to provide Company with unrestricted and safe access to all areas of the building in which any part of the Equipment is located and to keep all machine rooms and pit areas free from water, stored materials, and debris.

**Company Insurance.** Company shall maintain insurance coverage with at least the following limits: (a) Comprehensive General Liability - \$2,000,000; (b) Workers Compensation and Employers Liability – statutory limits; (c) Automobile Liability - \$1,000,000.

**Customer Insurance.** Customer shall maintain adequate Comprehensive General Liability insurance with reasonable and customary limits covering the ownership, use, and operation of the Equipment. Customer agrees to repair or replace Company's material, equipment, or work on the premises should damage occur through no fault of Company, whether due to fire, theft, or otherwise.

**Control of Equipment.** The parties agree that when Company is not working on or about Customer's Equipment, Company does not assume the management or control thereof. At any time that Company employees are working on Equipment, Company is asserting possession and control only over the specific component being worked on at any given moment, and possession and control of the remainder of Equipment shall remain with Customer. Should Customer find equipment in an unsafe manner, Customer shall immediately remove the elevator from service and place a trouble call with the Company.

**Indemnification.** Customer shall indemnify, defend, and hold harmless Company from all loss, cost, expense, and liability, including reasonable attorney's fees, court costs, and expert witness fees (collectively, "Damages") resulting from third party claims, demands, lawsuits, or other proceedings (collectively, "Claims") arising out of or related to (i) the Customer's breach of its obligations under this Agreement or (ii) the use, repair, maintenance, operation or condition of the Equipment or the premises where the Equipment is located, except to the extent a court or arbitrator determines that the Claim arose directly from Company's performance of the Scope of Work or its gross negligence or willful misconduct.

**Limitations of Liability.** THE FOLLOWING LIMITATIONS SHALL NOT APPLY TO ANY CLAIM THAT (A) IS SUBJECT TO INDEMNIFICATION AS SET FORTH ABOVE, OR (B) ARISES OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY TO THIS AGREEMENT, OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR (1) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); OR (2) ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT (OTHER THAN CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT) TO THE EXTENT THAT THE AGGREGATE AMOUNT OF SUCH DAMAGES EXCEEDS THE AMOUNT PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

**Other Limitations.** Company shall not be responsible for any detention of passengers, injuries, damages, or other claims and liabilities related to any condition of Equipment that cannot be revealed by ordinary inspection methods practiced by Company. Company shall not be responsible for making safety inspections of Equipment unless specified in this Agreement. Company shall not be liable for any loss, damage, delay or other harm due to any cause beyond Company's reasonable control, including but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, riot, civil commotion, war, terrorism, theft, flood, act of God, pandemic, power failure, water inundation, water seepage, water leak, condensation build-up, weather, earthquake, vandalism, supply chain, traffic, carelessness, negligent operation, misuse, abuse, mischief, or efforts to maintain, make repairs or replace parts by others.

**Warranty.** Company makes no warranty, express or implied, in regard to its labor, except it warrants that all labor provided will be of a standard quality for the elevator industry in the state where the Equipment is located. Company makes no warranty, express or implied, in regard to any Equipment or parts provided to Customer or as to their durability

except that Company will repair or replace defective parts within thirty (30) days after installation and upon notice within that time of the defect. Company's sole liability with respect to any failed or defective parts will be the repair or replacement of the defective part, provided that Company is notified of the failure within thirty (30) days of installation.

**Breach.** In the event of a breach of this Agreement (including a breach due to non-payment by Customer of amounts due), either party may notify the other in writing of the breach and demand its cure within sixty (60) days of receipt of notice. If after the sixty days have elapsed the breach remains uncured, the noticing party may after an additional 30 days declare this Agreement terminated. In the event of such termination, all unpaid sums for work performed and materials supplied or ordered shall become immediately due and payable, and Company shall be entitled to receive all remaining monthly service fees that would be due through the remaining Term of the Agreement. Such amounts shall accrue interest at the rate of 1.5% per month until paid.

**Legal.** Each party signing this Agreement guarantees and represents that he or she has the full capacity and authority to execute this Agreement on behalf of the identified party. This Agreement shall be governed under the laws of the state of California, without reference to its principles of conflicts of laws. In the event of any dispute regarding this Agreement, the parties agree to submit the dispute to mediation, followed, if necessary, by binding arbitration before a single arbitrator conducted in Reno, Nevada, under the rules of the American Arbitration Association. In the event of any dispute regarding this Agreement or the indemnity provisions hereof, the prevailing party shall be entitled to recover its arbitration fees, court costs, and reasonable attorneys' fees incurred, together with any incurred costs and expenses to resolve the dispute and to enforce the final judgment. This Agreement is the entire agreement between the parties and supersedes all prior agreements, whether written or oral. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties. Any purchase order or other written instrument issued by Customer in connection with the services described in this Agreement (either previously or in future) shall be deemed to have been issued for Customer's administrative purposes only and shall not govern the services provided by Company; the parties hereto intend that the terms of this Agreement exclusively govern such services. Nothing in in this Agreement is to be construed as Company relinquishing any rights under any existing agreements with Customer until and unless this Agreement is fully executed by all parties. No handwritten changes to this Agreement shall be effective as to Company unless clearly initialed next to such change by an authorized representative of Company. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be excluded, and all other provisions shall remain in full force and effect. Neither party's failure or neglect to enforce any rights under this Agreement will be deemed to be a waiver of that party's rights. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event this offer is a resign or extension of an existing Agreement with Koch Elevator the original terms shall remain in effect until this new Agreement is signed and fully executed by both parties.

Accepted and agreed to by and between the undersigned parties, and effective as of the Effective Date set forth above.

**Special Provisions**

NONE.

**For Customer**  
Approved by Authorized Representative of Owner

**For Koch Elevator**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Rachel Jones, District Sales Manager

Title: \_\_\_\_\_

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

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

If the customer listed above does not own the equipment covered by this agreement, the signature of its authorized representative above confirms that customer is the authorized agent for the owner of the equipment (Identify Owner here: Brewery Arts Center and binds the owner to this agreement.

## Customer Information Sheet

*Please provide the following information for our files.*

Billing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Main contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Any special billing instructions? \_\_\_\_\_  
\_\_\_\_\_

Building entry info: \_\_\_\_\_

Where shall we locate our lockbox? \_\_\_\_\_

Names of individuals that are authorized to request after hour callbacks:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Please provide any other information that will ensure our files are correct.

## Exhibit A

### Hourly Rate Sheet Effective 1/1/2024\* (OG)

	<b>Trouble Calls &amp; Repairs</b>
<b>Mechanic (single man)</b>	
Normal Hours	\$432/hr
Nights and Saturdays	\$734/hr
Sundays and Holidays	\$864/hr
<b>Repair Crew (2-man)</b>	
Normal Hours	\$734/hr
Overtime	\$1,468/hr

Charges for labor are billed in 30-minute increments, portal to portal, with a minimum of 2 hours.

Normal Hours are Monday to Friday, 7:30 AM to 4:00 PM, except for legal and trade holidays. Trade holidays are: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. In most cases, holidays falling on a Saturday will be observed the preceding Friday, and holidays falling on a Sunday will be observed the following Monday.

Company reserves the right to add surcharges as needed due to inflationary costs beyond Company's control.

\* Rates reflected on Hourly Rate Sheet are adjusted annually and per market conditions by Company.



2505 Mill St, Ste. B  
Reno, NV 89502

April 09, 2024

Brewery Arts Center  
449 W King Street  
Carson City, NV

**Subject: Hydraulic Elevator Modernization Budget**

Koch Elevator proposes the outlined scope of work below. Please do not hesitate to contact us with any questions. It is estimated that the elevator could be out of service for up to 4 weeks to complete this work and return it to public use.

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#### SCOPE OF WORK

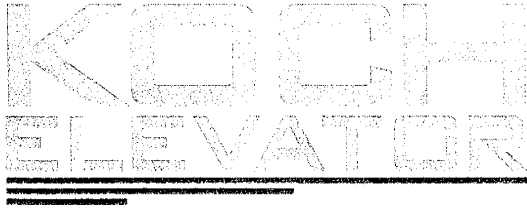
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1. Controller:
  - a. New ASME A17.1 2019 (current code edition) non-proprietary microprocessor controls. Our controllers are "right to service" systems and do not require any special service tools or software.
  - b. New ASME A17.1 2019 compliant car-top inspection station w/ GFCI outlet and work lamp. New traveling cable (machine room to elevator cab).
  - c. New car wiring.
  - d. New hoistway wiring.
2. Hydraulic Power Unit
3. Fixtures:
  - a. New ASME A17.1 2019 code compliant integrated car operating panel.
  - b. New ADA compliant hands-free emergency telephone and 2-way communications.
    - i. Note: Building to provide new internet connection to machine room.
  - c. New digital car position indicator.
  - d. New car arrival lantern.
  - e. New hall-call push buttons and face plates
  - f. New lobby floor position indicator.
4. Door Operator:
  - a. New high-performance linear closed loop Solid State door operator
5. Removal and disposal of all trash and debris from job site.
6. Alteration Permit issued by State of Nevada Mechanical Unit and Inspections.
7. 1 year warranty on related work

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**Budget cost: \$160,000.00**

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2505 Mill St, Ste. B  
Reno, NV 89502

Please note the following:

- All work shall be performed during regular business hours.
- This proposal is valid for 30 days.
- Delivery time will depend on our manufacturing schedule at the time approved drawings are received but is typically 16-18 weeks. ABOVE PRICING IS SUBJECT TO RENEGOTIATION if not accepted within 60 days of this quote.
- Hoistway and machine room construction, fire alarm inputs and outputs, seismic, electrical, climate control, internet and telephone line by others.
- Onsite storage and staging area for incoming and outgoing material.

---

Owner to provide staging/storage area for new and old materials entering and exiting building.

**Exclusions:** Cut and patch, asbestos or lead abatement, code conforming fire alarm signals, overtime.

**Standard Terms:** 10% upon award, 40% upon releasing materials to manufacturing, 20% at start of labor, monthly progress payments until completion. All payments are due net 30.

Best Regards,

*Rachel Jones*

Rachel Jones  
Koch Elevator



# QUOTATION

No 1628NH

## Anchor Door & Hardware Inc.

Quotation

945 Spice Island Dr. Suite C  
Sparks, NV 89431  
(775) 826 6938 fax (775) 825 6884

Date: **4/26/2024**

Project Name: **Brewery Arts Center ALT 2**

Bill To: **Brewery Arts Center**

Ship To: **Brewery Arts Center**

Address **449 W King St**

Address **449 W King St**

City / State / Zip **Carson City, NV 89703**

City / State / Zip **Carson City, NV 89703**

JOB NUMBER	REQUESTED BY <b>Mike Wiencek</b>	QUOTED BY	DATE REQUIRED	TERMS	SHIP VIA
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ITEM	QTY	DESCRIPTION	PRICE	PER	AMOUNT
1	1	6/0-7/0 16G A60 P&D Frame	\$ 655.00		\$ 655.00
2	2	3/0-7/0 1-3/4" 18G Foam Insulated Door	\$ 665.00		\$ 1,330.00
3	6	Hager BB1191 NRP 4.5x4.5 Stainless Steel Hinge	\$ 45.00		\$ 270.00
4	2	Von Duprin 2227F with 230NL Trim	\$ 1,350.00		\$ 2,700.00
5	2	Schlage 26-091 Mortise Cylinder	\$ 140.00		\$ 280.00
6	2	LCN 1450 Closers	\$ 140.00		\$ 280.00
7	1	Pemko 303AS72x84 Weather Gasket	\$ 70.00		\$ 70.00
8	2	Pemko 315CN36 Sweeps	\$ 20.00		\$ 40.00
9	1	Pemko 271A72 Threshold	\$ 80.00		\$ 80.00
10	2	Pemko 18061CN 84 Brush Astragal	\$ 35.00		\$ 70.00
11			\$ -		\$ -
12			\$ -		\$ -
13			\$ -		\$ -
14	1	Trip/Travel Charge	\$ 250.00		\$ 250.00
15	16	Labor Hours @ \$125.00 p/hr for 2 installers	\$ 125.00		\$ 2,000.00
16			\$ -		\$ -
17		*Price does not include demolition of old opening*	\$ -		\$ -
18		*Price does not include disposal of old material*	\$ -		\$ -
19		*Tax exempt documents must be provided before deducting tax*	\$ -		\$ -
20			\$ -		\$ -

Thank you for the opportunity to provide you with this quote. This quotation is good for 30 days from the day submitted. Net pricing is based upon the quantity and items shown. If lesser quantities are ordered or deletion of items are made, we reserve the right to revise this quotation. Items are ordered per job, please confirm before ordering as returns may incur a restock fee or may not be returnable. Electrical Items are NON returnable. Please refer to the quote number above when ordering.

	Subtotal	\$	8,025.00
	Estimated Freight	\$	-
	Tax	Included	
	<b>Total</b>	<b>\$</b>	<b>8,025.00</b>

Please note that Mastercard and Visa cards will incur a 3% charge. AMEX and Discovery will incur a 7% charge.

# RENTAL GUYS

## RENTAL EQUIPMENT CENTER

WWW.RENTALGUYS.COM

**Rented from**

2292 S CARSON ST  
CARSON CITY, NV 89701  
89701

775-222-0081 Phone  
530-343-2272 Fax

**Customer #: 205600**

BREWERY ART CENTER  
449 WEST KING STREET  
Carson City, NV 89703

Phone 415-596-4987

**Remit To:**

1720 Nord Avenue  
Chico, CA 95926-3013  
530-343-0219 Phone

530-343-2272 Fax

**Status: Quote**

Quote #: q39278-11

Quoted: Thu 5/30/2024 9:00AM  
Billed Thru: Thu 6/6/2024  
Job Loc: 449 WEST KING STREET  
Job No: ART  
Ordered By: MICHAEL WIENCEK

Operator: QUINTANA, GEORGE  
Job Descr: 45' BOOM  
PO #: ART  
Picked up by: MICHAEL WIENCEK

**Sales Rep: George Quintana** gquintana@rentalguys.com

Qty	Key	Items	Status	Price
1	LIFTAB45D	Articulating Boom Lift, 45 ft., 4WD 1day \$450.00 1week \$1,200.00 4weeks \$2,500.00	Rental	\$1,200.00
1	NOHARNES-11	NO HARNESS I acknowledge that I do have the option of declining a harness and lanyard and by doing so I ensure that I have my own fall protection and I clear Guy Rents Inc. dba Rental Guys of any and all liability.	Retail	\$0.00
1	Int	DELIVERY, TRUCK & TRANSFER	Delivery	\$180.00
1	FUELSURCHA-11	SURCHARGE, FUEL	Retail	\$20.00

**Delivery Thu 5/30/2024 9:00AM**

MICHAEL WIENCEK 775-315-3244  
BREWERY ARTS CENTER  
449 WEST KING STREET  
Carson City, NV 89703

**Pickup Thu 6/6/2024 9:00AM**

MICHAEL WIENCEK 775-315-3244  
BREWERY ARTS CENTER  
449 WEST KING STREET  
Carson City, NV 89703

**Quote valid for 30 days.**

**Quote**

Rentals payable in advance. Rental rates do not provide option to purchase and cover; Single shift 8 hours operation, Two shifts at 1.5 times one shift operation, Three shifts at 2 times one shift operation. Customer to pay all transportation charges. Rates subject to change without notice. Customer is responsible for theft of equipment. Keep it locked! Customer is responsible for checking water and oil daily. All damage to tires and tubes caused by blowout, bruises, cuts, road hazards and other causes inherent to use of equipment is the responsibility of the customer. We charge for time out - not time used. The California Vehicle Code requires a second rear view mirror to be located on the right hand side of the motor vehicle if the trailer or load obstructs the drivers view. Equipment that is self-propelled diesel 25 horse power and above that is considered Off-Road cannot idle for more than 5 consecutive minutes.

I have been given and understand written and/or oral operating and safety instructions.

IF I DO NOT UNDERSTAND, OR FORGET THE SAFETY OR OPERATING INSTRUCTIONS I HAVE BEEN GIVEN, OR IF THE EQUIPMENT FAILS, I WILL NOT ATTEMPT TO OPERATE OR REPAIR IT. I WILL DISCONTINUE USE AND NOTIFY RENTAL CENTER IMMEDIATELY.

CUSTOMER IS RESPONSIBLE FOR RENT ON LOST, STOLEN OR DAMAGED ITEMS, UNTIL ITEMS ARE PAID FOR. THE CONDITIONS ON THE FRONT AND REVERSE OF THIS CONTRACT ARE PART OF SAID CONTRACT.

**Signature:**

**BREWERY ART CENTER**

<b>Rental:</b>	<b>\$1,200.00</b>
<b>EPP:</b>	<b>\$96.00</b>
<b>Sales:</b>	<b>\$20.00</b>
<b>Delivery Charge:</b>	<b>\$180.00</b>
<b>Subtotal:</b>	<b>\$1,496.00</b>
<b>Enviro Fee:</b>	<b>\$38.88</b>
<b>Total:</b>	<b>\$1,534.88</b>
<b>Paid:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$1,534.88</b>

## TERMS AND CONDITIONS @ 2023-CRA

For the purpose of this Rental Agreement, ("Agreement") "Rental Center" ("Center") shall mean Center, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, he/she/it, its agents, assigns, family members and/or employees.

In consideration of hiring of the rental equipment (herein "the rental equipment or equipment") described on the front of this Agreement it is agreed as follows:

**INDEMNITY/HOLD HARMLESS.** CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE EQUIPMENT RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CENTER FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED, TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, CONTAMINATION OR ALLEGED CONTAMINATION (from any source), OWNERSHIP OR RENTAL OF THE EQUIPMENT RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CENTER.

**ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY.** CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE CENTER FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST CENTER WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

**OPERATORS.** No operators are furnished, directly or indirectly with our equipment.

**RECEIPT/INSPECTION OF EQUIPMENT.** Customer hires the equipment on an "as is, where is, with all faults" basis. Customer acknowledges that Customer has personally inspected the equipment prior to its use and finds it suitable for customer's needs. Customer acknowledges receipt of all items listed in this Agreement and that the equipment is in good working order and repair and that Customer understands (without further instructions) its proper operation and use. Customer acknowledges the equipment was received with all safety instructions, manuals and hazard warning "stickers" required under the law. Customer agrees to indemnify, defend and hold harmless Center from claims arising from contamination or alleged contamination (from any source) and Customer assumes all risk, including risks associated with cleaning and/or contamination of Equipment and Customer agrees to return Equipment clean and free from any contamination.

**POSSESSION/TITLE.** Customers right to possession of the equipment begins upon equipment leaving Center and terminates on the Agreed Return Date indicated on the front of this Agreement. Retention of possession after this date constitutes a material breach of this Agreement and rental charges will continue to accrue.

Time is of the essence of this Agreement. Any extension of this Agreement must be agreed upon in writing. Title to the equipment is and shall remain in Center. Customer hereby agrees to indemnify, defend and hold Center harmless from any and all claims and costs arising from any retaking and/or levy. Center will utilize its reasonable efforts to deliver and retrieve rental items from locations determined solely by Customer; accordingly, Customer assumes sole risk and liability for any personal or property damage occurring at such locations.

**6. RENTAL PERIOD/RATE/PAYMENT.** Rental period is for a maximum of twenty-four (24) hours unless a longer term is specified in the Agreement Agreed Return Date on the front of this Agreement. Rental rates are based upon single shift usage (eight hours per day, five days per week). If Customer makes greater use of the equipment, it is agreed that the additional usage will be charged. Rental charges begin immediately upon equipment leaving Center. Rental charges end upon return of the equipment to Center in an acceptable condition. No allowance will be made for Saturdays, Sundays, Holidays, or time in transit, nor for any period of time the equipment may not be in actual use while in Customer's possession. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Center may terminate rental at any time and retake the equipment without further notice in case of violation by Customer of any terms or conditions of this Agreement. Customer agrees to pay a monthly service charge on all unpaid balances. Customer agrees to pay Center a fee (which may go to Center's general revenue and be utilized by Center to pay its environmental expenses and costs of compliance with environmental laws) for environmental compliance.

**7. ORDINARY WEAR AND TEAR.** Customer shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities, tire damage, breakage, improper use, abuse, lack of cleaning, dirtying of equipment by paint, mud, plaster, concrete, resin or any other material. A cleaning charge will be made on equipment returned unclean.

**8. COMPLIANCE WITH LAWS/USE OF EQUIPMENT.** Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner or in violation of environmental laws. Customer agrees at its sole cost and expense to comply with all local, municipal, county, state and federal laws, ordinances and regulations and ANSI standards which may apply to the use of the equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, registrations, or taxes arising from the use of the equipment, including any subsequently determined to be due. Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the equipment or use the equipment. Customer shall not allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without Center's prior written permission; or, allow a lien to be placed upon the equipment.

Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to immediately discontinue use and notify Center when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that Center has no responsibility to inspect the equipment while it is in Customer's possession.

**9. RETURN OF EQUIPMENT.** Customer agrees to return to Center the equipment in as good condition and repair as when received, clean and free from any contamination, by Agreement Agreed Return Date. Customer shall be liable for all damages (up to the full replacement cost of the equipment and loss of rental revenue) to or loss to the equipment and liability incurred prior to equipment's return to Center. Customer shall be responsible for all costs incurred by Center recovering and returning damaged equipment to Center's premises. If equipment is to be "picked-up" by Center, Customer agrees to provide a secure storage location and Customer accepts all risk including damage to and liability relative to equipment until the equipment is picked-up by Center.

**10. DISCLAIMER OF WARRANTIES.** Center makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for Customer's particular intended use, or that it is free of latent defects. Center shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the equipment. Center shall not be responsible for any defect or failure unknown to the Center. Customer's sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that Customer notifies Center immediately and in writing of such failure and returns the equipment to Center within twenty-four (24) hours of such failure.

**11. PURCHASE ORDERS.** The use of Customer's purchase order number on this Agreement is for Customer's convenience and identification only and does not bind Center.

**12. SUBLETTING.** Customer shall not move the equipment from the address at which Customer represented it was to be used without prompt notification to Center.

**13. DEFAULT.** Should Customer in any way fail to observe or comply with any provision of this Agreement, Center may, at its sole option, terminate this Agreement, retake the equipment, declare any charges due and payable and initiate legal process to recover monies owed, and/or, pursue any other legal rights and remedies available to Center. Exercise of any remedy available to Center shall not constitute an election of remedies or a waiver of any additional remedies to which Center may be entitled.

**14. RETAKING OF EQUIPMENT.** If for any reason it becomes necessary for Center to retake the equipment, Customer authorizes Center to retake the equipment without further notice or further legal process and agrees that Center shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.

**15. LEGAL FEES.** In the event an attorney is retained to enforce any provision (including collection costs) of this Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.

**16. EQUIPMENT PROTECTION PLAN.** Equipment Protection Plan is Not Insurance. By Customer accepting the Equipment Protection Plan on the front of this Agreement and with immediate notification in the event of an accident and the prompt submission of applicable police reports, Center and Customer agree that Center will waive certain claims (eg: fire, flood, wind, accidental damage, and earthquake) against Customer for direct physical damage to the equipment while in use by the Customer. Notwithstanding the foregoing the following conditions are not covered under the Equipment Protection Plan:

- Any item of equipment or part thereof which is not returned for whatever reason, including theft;
- Damage resulting from improper use, failure to secure during transportation, overloading or exceeding the rated capacity of the equipment;
- Damage to motors or other electrical appliances or devices caused by artificial current;
- Damage to tires, tubes and wheels caused by blowout, bruises, cuts and other causes inherent in the use of the equipment.
- Damage as a result of vandalism or malicious mischief or intentional abuse;
- Damage resulting from misuse, abuse, failure to maintain, cleanliness, proper oil, fuel, hydraulic, coolant or pressure levels, lack of lubrication or other normal servicing of equipment;
- All damage resulting from overturning;
- All damage resulting from use of the equipment in violation of any provision of this Agreement, violation of any law, ordinance or regulation.

**1. NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Center to insist upon strict performance by Customer as regards any provision of this Agreement shall not be interpreted as a waiver of Center's right to demand strict compliance with all other provisions of this Agreement against Customer or any other person. The provisions of this Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not affect any other provision.

**2. INSURANCE.** Customer shall maintain in full force and effect during the term of this Agreement separate General Liability and Automobile Liability insurance policies with coverage limits for bodily injury, including death, personal injury and/or property damage that will respond as primary coverage for Customer's liability and all obligations outlined under this Agreement. In addition to the foregoing, Customer shall maintain Property Insurance in an amount adequate to cover any loss and/or damage to the equipment, up to full replacement cost. Customer shall furnish Center with a Certificate of Insurance evidencing the foregoing insurance requirements and naming Center as an additional insured. Customer to furnish Center with Customer's liability insurance and provide certificate naming Center as an additional insured and a loss payee.

**3. MISCELLANEOUS.**

**A.** This Agreement may be executed or delivered by facsimile or e-mail and larger font copies are available upon request. If this Agreement is executed or delivered by facsimile or email, Customer acknowledges receipt of a completed Agreement and agrees to all of the terms and conditions of such Agreement. Customer and Center intend to use and rely upon electronic signatures.

**B.** Before digging, it is the sole responsibility of the Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Agreement, the Customer accepts all liabilities and responsibilities contained in the regional notification center law. Call 811

**C.** Customer authorizes and instructs Center to complete Customer's "blank/open check" and to "fill-in" the amount of all charges.

**D.** Customer authorizes Center to submit all Customer charges to Customer's credit card account.

**E. WARNING: THIS PRODUCT CONTAINS OR PRODUCES ONE OR MORE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS (OR OTHER REPRODUCTIVE HARM).**

**F.** Customer is liable for all fire damage from any source including rented equipment and Customer acknowledges that it is a violation of California Civil Code sections 4442 or 4443 and Customer assumes potential civil liability from use or operation of an internal combustion engine on any forest, brush, or grass-covered land even if the engine is equipped with a spark arrestor.

**G.** Customer responsible to comply with all California Air Resources Board, State and local Air Quality Management Districts rules and regulations, including, but not limited to all Silica Dust requirements, Fugitive Dust Provisions, record keeping, notification of use, permits and registrations.

**H.** Customer is fully aware and acknowledges that the terms and conditions of this Agreement shall apply to all subsequent rentals by Customer. Customer further agrees that the Terms and Conditions of this Agreement shall govern all future deliveries should Customer fail or be unable to sign the Agreement at time of delivery.

**I.** Customer responsible for identifying and disclosing to Center all belowground obstacles. Center not responsible for damage to above or below ground obstacles.

**J. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.**

**K.** Customer waives any rights and/or claims to property "left with equipment" and instructs Center to "turn-over" such property (within a reasonable period of time and without duty of Center to inspect, protect or inventory such property) to the police department of the city where Center is located.

**L.** Customer instructs Center to deliver equipment to address at which Customer represented it will be used and to leave such equipment at such location even if Customer is not present and Customer shall be solely responsible for such equipment pursuant to the terms and conditions of this Agreement.

**M.** Customer agrees to be bound by the terms and conditions of this Agreement for all future deliveries and authorizes Customer's agent's signature of Agreement.

**N.** Customer authorizes, agrees, and is fully aware of the Center's possible use of tracking devices.

**O.** Customer agrees to make all payments in US currency.

**P.** Customer agrees a convenience fee will be charged for any credit card use.

General with EPP (6-14-23)

**Mike Wienczek**  
 Brewery Arts Center  
 449 West King Street  
 Carson City, NV 89703



Proposal # 686122  
 Proposal Date 4/10/2024  
 Proposal Amount \$13,554.00  
 Job Address Brewery Building 449 West King St  
 Carson City, NV 89703

**Battleborn Gutters**

No Billing Address Defined  
 Go to Management > Company Settings  
 Phone: (775) 414-4526

Product / Service	Quantity	Price	Subtotal	Tax	Total
<b>Brewery Building Gutter Install</b> Scope- Replace gutter systems on all buildings.  Brewery building:  Installing approximately 234 linear feet of 6 inch gutters with three custom downspouts (4 inch round). Color is. Black for gutters and downspouts.  Special notes- Custom existing copper downspout (buy entry door) Will remain. New system will be built into existing piping. Third story downspout on Division Street will be built to existing drainage pipe all downspout piping will be attached to mortar and not to brick.  To be used – 250 pound gutter hangers every 18 to 24 inches, low profile and caps, slim strip, mitres, custom backing straps with 3 inch wall anchors. All gutters are 6 inch K style with 4 inch round downspout. All parts are powder coated aluminum.  Standard buildings:  Installing approximately 233 linear feet of 5 inch gutters with seven (3 x4" ) rectangular downspouts. One custom scupper one (4 inch round downspout). Color is Black for gutters and downspouts. 233 linear feet of Ironwood domed leaf guard (entire new system).  to be used – 250 pound hangers every 18 to 24 inches, low profile end caps, slim strip, mitres, custom backing straps with 3 inch anchors. All gutters are 5 inch K style seamless with 3 x4" rectangular downspout. All parts are powder coated aluminum. Leaf guard is powder coated aluminum and steel.  Scupper:  One custom scupper, slightly larger than the existing, and one custom, downspout. (4 inch round)at standard building ( Division Street side).Color is Black for scupper and downspout. All parts are powder coated aluminum.  Demolition and removal of existing all systems included.  Job notes – client agrees to, and understands the following:  Client will supply a 60 foot extension aerial lift for the duration of the project. Exact specifications will be discussed before the project begins. Any trees or bushes that may inhibit the install must be cut back. Any wiring, cameras, etc. must be temporary move removed before the install. Permanent fixtures such as conduit and pipes. Will have a system built around them or to them.  Due to the fact of the project is for a nonprofit Battleborn Gutters will provide a discount. Demolition fee will be waived (-\$670.00) and additional one dollar per foot will be taken off the leafguard (-\$202.00). Total discount will be \$872.00	1.00	\$14,426.00 /Ea	\$14,426.00	\$0.00	\$14,426.00
<b>Sales Discount</b> Non- Profit Businesses Discount	1.00	(\$872.00)	(\$872.00)	\$0.00	(\$872.00)

Total

\$13,554.00

## Terms and Conditions

Welcome Packet

**"Battleborn gutters will not guarantee all water be directed into gutter system if home is lacking or has improper ROOFLINE DRIP METAL or VALLEY FLASHINGS. Battleborn is only responsible for water that physically falls off of roofline directly downwards. Any broken tiles, nails in shingles, or water getting behind fascia board will not be held against battleborn gutters. Gutters are to collect rain water that falls off physical edge of roof, that is it"**

Please note our Forman will REQUIRE home owner to be available on day of install to do final walk through and collect payment. Payment is due at completion of service unless otherwise pre arranged before work starts. If projects are unable to be completed due to weather or special order material, client MUST pay for completed portion of job.

If payment is not received on day of completion there will be a late fee of \$50 per day till payment is collected. There will be a \$50 fee for all returned checks.

We accept cash, check and credit cards please note with credit card transactions there is a 4% fee added to the bill.

Weather Happens. All of our scheduled projects are Weather permitting and tentatively scheduled. All projects that are scheduled are based on weather allowance. A installation or project start date may be pushed back or moved multiple times based on the weather. We will do our best to get the project completed as close to the original scheduled date as possible. A client cancellation of project because of weather timeline disruption WILL result in loss of Deposit.

## Preparation

The following procedures will be applied as necessary to your particular job under normal conditions:

- Work areas will be cleaned-up and debris will be taken away

## Limited Warranty

- Battleborn Gutters warrants labor and material for a period of five (5) years. If gutter failure appears, we will supply labor and materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above.
- This warranty excludes, and in no event will Battleborn Gutters be responsible for consequential or incidental damages caused by accident or abuse, temperature changes, settlement or moisture; i.e., or in proper gutter maintenance, or natural damage to the gutter system. i.e, low-hanging trees branches not cut back resulting in damage to the gutters.
- Shingle, tile, and metal roof damage is not covered if crew must get onto the roof to properly attach the gutter system.
- Fascia boards that are not vertical, straight, warped ,cracking, or missing roofline drip metal, will not be guaranteed that all water will be directed fully into the gutter system.they will be installed in the most appropriate position that your roofline allows.
- For gutters to be properly installed behind roofline drip metal, Battleborn Gutters will lift the drip metal sufficiently away from the fascia board to fit the gutter behind the drip metal. Battleborn Gutters is not responsible for aesthetic alterations of the drip metal as a result of standard and necessary lifting prior to installation and after the drip metal has been fastened back in place.
- Battleborn Gutters only warrantees full installs, NOT any repairs done on other previous company's gutter installs.
- Slight stagnant water is possible if water does not have any momentum pushing it to downspout.

*We are not responsible for:*

*Roof/ Fascia Issues:*

- *Drip metal only protects water coming off the edge of the roof from leaking behind the gutter. IT DOES NOT prevent roof problems higher up on the roof, or roof malfunction. Battleborn Gutters is not responsible for any water leakage that is not from water run off that is getting to the edge of the roof.*
- *Gutters DO NOT fix faulty roofs. Gutters are for moving water that comes off edge of the roof to designated areas.*
- *Battleborn Gutters is not responsible for fascia boards that are in poor quality prior to install*

#### Weather/ Natural Debris:

- Leafguard has potential for slight water run off during heavy rain fall.
- Gutters and Leafguard can freeze during winter time if the home does not have heat tape. **WE DO NOT INSTALL HEAT TAPE**
- Gutter Cleaning Customers- Proof of gutter cleaning will be shown to client by photo by the foreman . Battleborn Gutters is not responsible for gutters filling with debris after gutter crew leave job site.
- During heavy rain fall, water movement increases and could result in water coming over the lip of the gutter. (Ex: Metal roofs, low slope shingle roofs, or tile roofs that are much higher than the gutter system.
- By signing this contract you have agreed upon your gutter color selection. If at upon the start or completion of project the client is unhappy with gutter color selection the client is responsible for any additional changes or replacement of gutter if change color is requested. Full payment of original project is due before any other work is to be conducted. Battleborn Gutters is NOT responsible for the selection of gutter color for run or down spouts. Any additional work or replacement of newly installed gutters will be on the responsible party which is the client.

## Work Standard

- All work is to be completed in a workman like manner according to standard practices. Worker/s will remain on job until completion of project. Work site will be cleaned daily and upon project completion. All agreements are contingent upon strikes, accidents, or delays beyond our control.
- All gutter installs are set to our Battleborn Gutter standard. Our installers craftsmanship, knowledge and expertise are something we stand behind. Ultimately, the final results are to have a functioning gutter system. Battleborn Gutters will not change or alter the system after install if it would result in the gutters not functioning properly.

## Customer Responsibility

Please take specific note of job description.

- Colors must be chosen one (1) week prior to start date. An additional cost will be charged for color changes made after commencement of work.
- Please have fragile or breakable items and electronics moved out of work areas prior to start of project.
- Alarms must be turned off while work is in progress.
- Occupants must vacate work area while job is in progress.
- Animal waste is cleaned up.
- Everything is removed from fascia board. i.e radio and tv antennas, electrical wires.
- **Customer is to be available to meet with foreman on the last day of job**

## Change Orders

- This is only a proposal and your acceptance is subject to our approval in order to make this contract binding.
- If after you agree to this work, you desire any changes of additional work, please contact us as the cost of all revisions must be agreed upon in writing. Workers are instructed not to undertake additional work without authorization.
- Starting date is to be agreed upon verbally. Changes may require additional cost.
- **It is essential that the work area be available to us, free from other trades. As a result of trade interference, Battleborn Gutters may leave the job and additional charges may be incurred.**

## COST

- We propose to furnish material and labor - complete and in accordance with the above specifications for the sum of all as stated above. Individual tasks, if selected, may require additional pricing. Price is valid for thirty (30) days, unless otherwise noted.

## Acceptance of proposal

- You must sign this agreement in order to secure a start date.
- By signing this agreement, I acknowledge that I have read and understand the terms of this proposal.
- By signing this agreement, I acknowledge that I give permission and am aware that Battleborn Gutters will take photos of project before and after of the project and photos may be used for marketing purposes that showcase Battleborn Paintings workmanship.
- By signing agreement, I acknowledge the placement of all gutters and downspouts, water shed, leaf guard placement, repairs, styles and colors as discussed during the walk through with the estimator.
- By signing this agreement, you allow us the opportunity to put our yard signs in your front yard during the time of your project and posting before and after photos of your project on our ads and social platforms.

#### Sign And Date To Accept Proposal:

Customer Signature:

Date: