

# Equipment and people. We deliver the **best of both.**

**AXIS PORTABLE AIR - SALT LAKE CITY**  
1925 S MILESTONE DR. SUITE E&F  
SALT LAKE CITY, UT 84104



Aspen Group  
P.O. Box 980022  
Park City, UT, 84060

RE: Sommet Blanc

Mark,

Thank you for the opportunity to provide this proposal for temporary heating and related services to the Sommet Blanc project during the 2023-2024 heating season.

Axis Portable Air is a premium service provider offering heating, cooling, dehumidifying and air quality equipment rental and related services. At Axis, climate control is not merely a part of what we do, it is all we do. We are hyper-focused on our customers, live and breathe service, and are striving to build the industry's most well-respected climate control company.

This proposal is presented to you after careful consideration of all information provided by you for the purpose of designing the best possible solution to achieve your desired temperature, humidity and cost goals for the Sommet Blanc project.

Contained in the proposal are the following items for your consideration:

1. Recommended Equipment
2. Electrical Requirements
3. Project Overview
4. Expected Fuel Consumption of Recommended Equipment
5. Variability and Reacting to Changes in Design Parameters
6. Service Labor Rates
7. Additional Information

Thank you for your interest in Axis Portable Air.

*Dave McAllister*



**DAVE MCALLISTER**  
SALES REPRESENTATIVE  
**801.836.2978**  
**dmcallisters@axisair.com**



## 1. RECOMMENDED EQUIPMENT

Quantity	Type	Fuel	Model	Description	BTUs
3	Direct Fire	NG/LP	F1000T	1,000,000 BTU Direct Fire Heater	1,000,000
2	Direct Fire Make-Up Air	NG/LP	FMA1500	1,500,000 BTU Direct Fire Make-Up Air Heater	1,500,000
11	Direct Fire Make-Up Air	NG/LP	FMA550	550,000 BTU Direct Fire Make-Up Air Heater	550,000
18	Direct Fire	NG/LP	THC355	355,000 BTU Direct Fire Heater	355,000

**Note:** The FMA-Series equipment will provide variable output BTU ratings. This is engineered into the equipment for temperature control, and fuel savings. The centrifugal blower will provide continual air delivery of the CFM recommended to properly distribute heat throughout the space, this provides superior ventilation for moisture control.

## 2. ELECTRICAL REQUIREMENTS

Quantity	Model	Description	Volts	PH	Amps
3	F1000T	1,000,000 BTU Direct Fire Heater	115V	1P	20
2	FMA1500	1,500,000 BTU Direct Fire Make-Up Air Heater	208V	1P	25
11	FMA550	550,000 BTU Direct Fire Make-Up Air Heater	115V	1P	20
4	THC355	355,000 BTU Direct Fire Heater	115V	1P	15

## 3. PROJECT OVERVIEW

### Interior Heating Solution:

- 10K Concrete Deck Pour: (Qty 3) F1000T
- Garage Level – 45,300 sq ft (Qty 2) FMA1500
- Tower A – 14,400 sq ft - (Qty 2) FMA550 on Level 1, (Qty 2) THC355 per floor through Level 5
- Tower B – 14,175 sq ft - (Qty 2) FMA550 on Level 1, (Qty 2) THC355 per floor through Level 6
- Tower C – 10,100 sq ft - (Qty 7) FMA550, (Qty 1) per floor through Level 7



#### 4. EXPECTED FUEL CONSUMPTION

Fuel Consumption				
	NG CCF/Day	NG CCF/MO	LP Gal/Day	LP Gal/Mo
Oct	101	3,120	110	3,410
Nov	755	22,646	825	24,750
Dec	1,208	37,442	1,320	40,920
Jan	1,359	42,122	1,485	46,035
Feb	1,107	31,000	1,210	33,880
Mar	705	21,841	770	23,870
Apr	302	9,058	330	9,900
Totals	5,536	167,229	6,050	182,764

#### 5. VARIABILITY AND REACTING TO CHANGES IN DESIGN PARAMETERS

Our proposed solution has been designed based on the best presently available information. Of course, the daily, weekly and monthly temperatures may vary significantly from the averages and estimates used for this proposal. We at Axis will do our best to communicate with you throughout the planning process as well as while the equipment is on rent and operating to ensure you achieve the desired results this heating season. Please consider the following:

- If temperatures are colder than expected or planned for it may result in any of the following:
  - Inside temperatures falling below the desired temperature
  - Increased fuel consumption
  - The need for additional heating equipment to be added to the jobsite
- If equipment is not used as intended the desired results may not be achieved
- If the building or jobsite requiring heat is not as enclosed or insulated as described by information provided for this proposal the desired results may not be achieved.
- If the building or jobsite size or scope changes, the equipment and fuel needed to achieve the desired result will necessarily change as well.

Axis has the newest and best fleet of climate control rental equipment in the industry. Coupled with our dedicated team of experienced professionals and our 24/7 devotion to serving you, we hope to give you the best experience you've ever had renting equipment. Thank you for your consideration.



6. SERVICE LABOR RATES

Field Service Rates • \$115.00 per Hour • Monday through Friday

Field Service Rates • \$175.00 per Hour • Evenings, Weekends and Holidays

7. ADDITIONAL INFORMATION/CUSTOMER RESPONSABILITIES

- Providing forklifts, or cranes for placement of all equipment.
- 
- Complete mechanical and electrical installation. Unless, discussed with Axis in advance.
- Loading and/or off-loading of the equipment, as necessary.
- Providing prepared access for the proper installation and ventilation of equipment. (Fresh Air, Supply)
- Providing any permits and compliance with all state / local codes.
- Misuse, damage, theft and excess wear or abuse of the equipment.
- Labor for problems not incurred by Axis Portable Air, i.e., Site conditions,
- Windows and doors will be installed or covered with a material suitable to retain the design conditions.
- This equipment is operated while drawing 100% outside air to maintain an adequate ventilation rate in the building.
- The above quote is based on equipment availability.
- Any labor quoted is “Estimated” and will be adjusted based on T&M.
- Installing or relocating equipment by Axis Portable Air will be invoiced at Axis Portable Air labor rates.

Equipment and  
people. We deliver  
the **best of both.**

**AXIS PORTABLE AIR - SALT LAKE CITY**  
1925 S MILESTONE DR. SUITE E&F  
SALT LAKE CITY, UT 84104



Page 1 of 2



Quote #: q112268-5  
33 S 56th St Suite 102  
Chandler, AZ 85226  
portal.axisair.com  
888-360-2739 Phone



Status: Quote  
Quoted: Thu 8/31/2023 9:00AM

Customer #: 3189

Aspen Group  
P.O. Box 980022  
PARK CITY, UT 84098

Phone 801-891-1787  
Mobile 801-891-1787

Sales Rep: Scott McAllister 801-357-9936 smcallister@axisair.com

**Delivery Thu 8/31/2023 9:00AM**

Mark Huber 801-891-1787  
Sommet Blanc  
9300 Marsac Ave  
PARK CITY, UT 84060

Labor billed at \$115.00 per hour.

Qty	Rental Period	Items	Status	Each	Price
3	Thu 8/31/2023 to Fri 5/31/2024 1day \$150.00 1week \$300.00 4weeks \$900.00	Flagro F1000T Direct Fired Heater	Rental	\$2,700.00	\$8,100.00
2	Thu 8/31/2023 to Fri 5/31/2024 1day \$350.00 1week \$700.00 4weeks \$2,100.00	Flagro FMA-1500	Rental	\$6,300.00	\$12,600.00
11	Thu 8/31/2023 to Fri 5/31/2024 1day \$175.00 1week \$350.00 4weeks \$1,100.00	Flagro FMA-550	Rental	\$3,300.00	\$36,300.00
18	Thu 8/31/2023 to Fri 5/31/2024 1day \$125.00 1week \$250.00 4weeks \$750.00	Flagro THC 355DF	Rental	\$2,250.00	\$40,500.00
1	Thu 8/31/2023 to	Delivery Fee	Delivery	\$150.00	\$150.00
1	Thu 8/31/2023 to	Pick/Up Fee	Delivery	\$150.00	\$150.00

**Quote valid for 30 days. Acceptance must be noted on page 1 and 2.**

This is a Quote Only.

Quote

Rental:	\$97,500.00
Delivery Charge:	\$300.00
Subtotal:	\$97,800.00
External Tax Service:	\$8,823.75
Total:	\$106,623.75
Paid:	\$0.00
Amount Due:	\$106,623.75

Signature:

Aspen Group

Printed On Fri 5/12/2023 4:19:59PM

Software by Point-of-Rental Software www.point-of-rental.com

Modification #1  
contract-params.SQL.rpt (5)

# Equipment and people. We deliver the best of both.

**AXIS PORTABLE AIR - SALT LAKE CITY**  
1925 S MILESTONE DR. SUITE E&F  
SALT LAKE CITY, UT 84104



Quote #: q112268

Aspen Group

Page 2 of 2

Axis Portable Air LLC  
RENTAL TERMS & CONDITIONS

RENTAL PERIOD. The rental period shall commence on the date of shipment/delivery of the Equipment covered by this Agreement from the point of shipment and shall continue until the Equipment is returned to Axis Portable Air LLC, (hereinafter Axis) receiving point or such other location as Axis may designate in writing.

1. **LOADING AND TRANSPORTATION.** The CUSTOMER shall be responsible for the cost of transporting the Equipment to the CUSTOMER'S receiving point and shall unload the Equipment upon its return to Axis' receiving point and shall pay all damage charges incurred at the shipping and receiving points. The CUSTOMER shall pay all shipping expenses from the original point of shipment to CUSTOMER'S receiving point and all return shipping expenses to Axis' receiving point as Axis shall designate in writing.

2. **RECALLING AND RETURNING NOTICE.** Axis may recall any or all Equipment upon thirty (30) days written notice to the CUSTOMER and the CUSTOMER may return any or all Equipment upon like notice to Axis.

3. **PAYMENT.** CUSTOMER agrees to pay Axis the rental rates set forth in the order attached hereto. If any payment is not tendered when due, CUSTOMER agrees to pay a late charge from the date such payment becomes due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due, together with all costs (including, but not limited to, attorney's fees) incurred by Axis to collect overdue amounts. CASH CUSTOMERS with a credit card on file give AXIS permission to charge the card for any additional amounts due.

4. **INSPECTION.** Before the Equipment is loaded for shipment to CUSTOMER'S receiving point, the CUSTOMER may require an inspection thereof by a qualified inspector. If the CUSTOMER does not inspect the Equipment before it is loaded for transit, the CUSTOMER is conclusively deemed to have accepted that the Equipment is in good running order without broken or worn out parts and in a clean and unmarred condition. Axis shall have the right to enter the premises occupied by the Equipment and shall be given free access thereto and afforded necessary facilities for the purpose of the inspection.

5. **DAMAGE TO EQUIPMENT.** CUSTOMER shall be liable to Axis for all loss or damage to the Equipment in its possession.

6. **INDEMNIFICATION.** CUSTOMER shall indemnify, defend and hold harmless Axis against any and all loss, expense, liability or penalty which may arise out of any act or omission of CUSTOMER. CUSTOMER'S employees, agents, assigns, subcontractors or any third party not employed by or under the control of Axis arising out of the operation, handling, maintenance or transportation of the Equipment.

7. **INSURANCE.** CUSTOMER shall, at its own expense, (i) maintain public liability and property insurance to protect the CUSTOMER and Axis against damage to property or persons from the operation, handling or transportation of the said equipment during the rental period, (ii) insure the Equipment for the loss by fire, theft, damage or other risk of loss customarily insured against on equipment such as the Equipment, (iii) maintain marine insurance on marine equipment and (iv) maintain such other insurance as may be requested by Axis. All of such insurance shall be maintained in amounts satisfactory to Axis. Upon request, CUSTOMER shall provide Axis with proof of any such insurance.

8. **TERMINATION OF THIS AGREEMENT.** Should the CUSTOMER (i) fail to make payment in accordance with the terms of the Agreement and such failure shall continue for a period of five (5) days, (ii) become bankrupt, become insolvent or make an assignment for the benefit of its creditors, (iii) fail to maintain and/or operate or to return the Equipment as provided by this agreement, (iv) fail to maintain the insurance required herein or (v) violate any material provision hereof, Axis may, after three (3) days notice in writing of such event terminate this agreement, take possession of the Equipment, wherever it may be found without becoming liable for damages or for trespass, and, in addition to any other remedies Axis may recover all rental due together with any damages for injury to the Equipment and all expenses incurred in returning and repossessing the Equipment.

9. **TAXES AND FEES.** CUSTOMER shall pay all personal property taxes, license fees, and registration fees which may now or hereafter be imposed upon the possession, lease or use of the Equipment. CUSTOMER shall promptly notify Axis of the receipt of any tax notices, tax reports or inquiries or notices from taxing or other authorities concerning tax, fees or assessments.

10. **AIR QUALITY.** CUSTOMER shall comply with all laws, rules, and regulations with regard to the operation of the Equipment under any local, state or Federal Air Quality Legislation.

11. **OWNERSHIP AND ENCUMBRANCES.** Title to and ownership of the Equipment is, and shall at all times remain with Axis, and CUSTOMER shall have no right, title or interest therein, or thereto except the right of possession and use of the Equipment pursuant to the terms of the Agreement. CUSTOMER shall not remove or deface any plate or marking on the Equipment identifying Axis as the owner of the Equipment or the manufacturer's serial number. The Equipment is and shall at all times remain personal property notwithstanding its use or manner of attachment to any other personal or real property. CUSTOMER shall keep the Equipment free and clear of any and all levies, liens, security interests and encumbrances of any kind and shall give Axis prompt notice of any attachment or judicial process affecting the Equipment

12. **LIABILITY LIMITATION.** Under no circumstances shall Axis be held liable for any special, indirect, incidental, or consequential damages. The contract price shall be the limit to Axis' liability, whether founded in contract, statute, or tort (including negligence), arising out of, or resulting from (i) the Agreement or the performance or breach thereof, (ii) the design, manufacture, delivery, sale, repair, replacement, or the use of any Equipment, or (iii) the furnishing of any service.

13. **SEVERABILITY.** If any provision or provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and all other provisions will be interpreted and deemed modified so as to be enforceable to the extent allowed by law.

14. **GOVERNING LAW AND CIVIL ACTION.** This Agreement shall be governed by the laws of the State of Arizona. Both parties agree that and civil action or lawsuit arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be commenced within two (2) years from the date such claim or cause of action arose.

15. **AMENDMENTS.** No Change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

16. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous statements, POs, agreements, and representations (except those written representations expressly incorporated). There are no other agreements, understandings, T&Cs and neither party has relied upon any representation or warranty, express or implied, not contained in this Agreement.

17. **ACCEPTANCE.** If for any reason the CUSTOMER shall fail to return to Axis signed copies of this Agreement, any conduct by CUSTOMER which recognized the existence of a contract pertaining to the subject matter hereof shall constitute unqualified acceptance by CUSTOMER of the terms and conditions of this Agreement. The terms of this Agreement shall constitute the complete and exclusive statement of the Agreement between the parties hereto and may be modified only by written instrument executed by the authorized representatives of both parties. Any terms proposed by the CUSTOMER, including but not limited to the terms of the CUSTOMER'S purchase orders, which add to, vary from, or conflict with the terms are hereby objected to. This Agreement, whether used as an offer, acceptance of an offer, or a confirmation of a contract, is conditioned on and limited to its terms. By acceptance of the equipment or services described on the face of this Agreement, CUSTOMER assents to all its terms and conditions. Any reference by Axis to CUSTOMER's purchase order is solely for the purposes of incorporating the description and specifications of the equipment and services contained therein to the extent that such description and specifications do not conflict with the description and specifications on the face of this Agreement.

18. **USE AND MAINTENANCE.** CUSTOMER shall not use, operate, maintain or store the Equipment improperly, carelessly, or in violation of any applicable law or regulation or for any purpose other than in the conduct of CUSTOMER business. CUSTOMER shall not sublease the Equipment, permit the use of the Equipment by anyone other than CUSTOMER or change the use or location of the Equipment specified in the Agreement, without the prior written consent of Axis. CUSTOMER, at its own expense, shall maintain the Equipment in good operating order, repair and condition and shall perform maintenance at least as frequently as stated in the applicable operator's guide, service manual or maintenance guide. CUSTOMER shall not alter the Equipment or affix any accessory to it if doing so would impair its originally intended function or use or reduce its value. Any alteration or addition to the Equipment shall be the sole responsibility of and at the sole risk of the CUSTOMER.

Notwithstanding any provisions contained herein to the contrary: If the Equipment requires maintenance or repair while in CUSTOMER'S possession and (i) CUSTOMER elects to return the Equipment to Axis, Axis may provide for the replacement of the Equipment, if available, and CUSTOMER shall be responsible for all applicable transportation costs incurred by Axis in providing such replaced Equipment; or (ii) CUSTOMER requests that Axis perform the required maintenance, CUSTOMER shall be charged travel time, mileage, labor and parts associated with the such maintenance provided by Axis. If returned equipment requires additional maintenance or cleaning, customer will be charged.

19. **WARRANTY.** AXIS MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THE REMEDIES OF THE CUSTOMER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON AXIS UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF AXIS. CUSTOMER acknowledges and agrees that the Equipment rented hereunder is of a size, design and make selected by CUSTOMER and is suitable for CUSTOMER'S purposes.

Page 2

Customer initials \_\_\_\_\_