



COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

**BUILDING
SERVICES DIVISION**

Tim Wegner, CBO
Chief Building Official

MEMORANDUM

TO: Honorable Building Code Board of Appeals

FROM: Bob Eicholtz, Placer County Fire Protection Planner 

DATE: February 21, 2013

SUBJECT: LONE BUFFALO VINEYARDS APPEAL OF AUTOMATIC FIRE ALARM AND EMERGENCY ACCESS REQUIREMENTS

ACTION REQUESTED

- 1) Deny the appeal from Phil Maddux of Lone Buffalo Vineyards to waive the requirement for an approved automatic fire alarm system (Placer County Code section 15.04.710 H)
- 2) Deny the appeal from Phil Maddux of Lone Buffalo Vineyard to waive the requirement for a Knox 4400 series, dual lock vault to provide emergency access to the property and structure(s) (California Fire Code section 506)

BACKGROUND

On June 27, 2012, a Building Permit application (No. 46529.12) was filed by Champion Contractors, on behalf of the property owner/appellant Phil Maddux, for a 3,544 square foot wine production facility, with a portion of the building to be used for wine tasting. The property is located at 7505 Wise Road in the unincorporated area of the County between Auburn and Newcastle. As proposed by the appellant, the winery and tasting room building will be used for wine production, storage, wine tasting and sales.

As noted above, the total floor area of the proposed winery building is 3,544 square feet. Of this area, 2,479 square feet will be used for the production of wine (an F-2 occupancy), including 1,519 square feet of internal wine processing area and 960 square feet of covered patio for wine processing, and 1,065 square feet will be dedicated to the wine-tasting portion of the building (a B occupancy under the provisions of the CBC section 303.1, Exception 2 for an assembly building). The wine-tasting area includes the required bathroom for the facility.

This is a family operated winery with no employees. The tasting room is separated from the rest of the building by a partition wall. There is a door in the wall which can be locked with a deadbolt, preventing access to the rest of the building. The tasting room hours of operation are planned to be Fridays, Saturdays, and Sundays, from 12:00 to 5:00pm each day, year-round. The maximum number of patrons, including family, in the tasting room is anticipated to be no more than 10 at any time.

The property on Wise Road currently has two locked gates between the public way (Wise Road) and the structures located on the property (one residential building and one commercial building).

As part of the Building Permit review process for this project, the Placer County Fire Department required as a Condition of Approval that the applicant install an automatic fire alarm system and provide a "Knox" box for emergency access.

LETTER OF APPEAL

On December 31, 2012, an Application for Appeal was filed by Phil Maddux regarding the County's Conditions of Approval on Building Permit 46529.12. Mr. Maddux is appealing 1) the requirements for the installation of a monitored fire alarm system, citing from the California Code of Regulation - California Fire Code, and 2) the requirement for Knox Boxes on the gates to the property. As set forth in the Letter of Appeal, the following concerns are raised by Mr. Maddux:

- The requirement for an expensive, monitored fire alarm system for the building would not improve the Fire Department response time to the property. As noted above, the actual tasting room is only 733 square feet in area, and the occupancy of the tasting room is no more than 10 persons at any one time. Additionally, there are no employees (just family members), and public access to the remainder of the building is restricted by a locked access door. Mr. Maddux states that because the winery/tasting room is located in a rural area with no adjacent buildings, such an alarm system would not improve fire department response time. On this basis, Mr. Maddux believes no fire alarm should be required.

Mr. Maddux states that the purpose of the monitored fire alarm requirement, which is to enable faster fire department response, thereby increasing the ability to limit damage to both the involved structure and those surrounding it, would not be served by requiring installation of such a system. Appellant states that systems are designed for and are useful in urban areas where fire protection is relatively close by (enabling a fast response) and where there are other buildings in close proximity to which a fire may spread. Neither of these conditions exists in Applicant's rural setting, so a monitored alarm system will not serve any purpose.

Mr. Maddux asserts that requirements for fire alarm and detection systems for new building or structures are set forth in the California Fire Code, Chapter 9, Section 907.2 which specifies the requirements by Occupancy Classification. He states that the California Building Code, Chapter 3 sets forth the various Occupancy Classifications and that Section 303.1 provides that a building or portion thereof "used for the gathering of persons for purposes such as...food or drink consumption" is a Group "A" occupancy unless the building has an occupancy load of less than 50 persons and/or is less than 750 square feet in area, in which case it is a Group B occupancy. (24 CCR 303.1, Exceptions 1 and 3). Mr. Maddux asserts that because the wine tasting area is less than 750 square feet in area, and because the occupancy of the building is less than 50 persons, the tasting room is thus a Group B occupancy, which the Building Services Division has already accepted for the purposes of determining number of required bathrooms.

Mr. Maddux contends that 24 CCR 907.2.2 requires a monitored fire alarm system for Group B occupancies only where (1) the occupant load is 500 or more; the occupant load is more than 100 feet above or below the lowest level of exit discharge; (3) the fire area contains an ambulatory health care facility; or the building contains an educational facility. Mr. Maddux concludes that the proposed building meets none of these conditions and therefore, California Law does not require a monitored fire alarm system.

Additionally, Mr. Maddux believes there is a lack of legal requirement for an alarm system for this property. Mr. Maddux also believes there is a lack of purpose for requiring an alarm

system, and that it would be inequitable and discriminatory to require a monitored alarm system.

In a review of other wineries in the County, Mr. Maddux could not identify any other winery tasting rooms (including at least one tasting room currently under construction) that were required to install a similar monitored fire alarm system.

Finally, the Maddux states that the family will live on the premises in an existing residence located approximately 150 yards from and in plain view of the winery/tasting room building, giving them the ability to monitor the building 24 hours per day.

- The requirement for a 4400 Series “Knox Box” weighing 29 pounds, costing more than \$500 and with the capacity to hold 50 keys where only two gate codes/gate openers are required to provide the Fire Department with quick access to the premises seems to be out of proportion to the actual need.

Mr. Maddux believes he should either be required to provide the servicing Fire Department with the gate codes/openers or to install a more reasonably priced box in lieu of the “Knox Box” required by the Placer County Fire Department.

The appellant states that in addition to being unreasonable and clear “overkill” for the purpose, this requirement is also inequitable and discriminatory. Mr. Maddux states that he is not aware of another winery having been required to install such a Knox Box. In fact, the appellant states, one winery has been allowed to provide the servicing fire agency with the gate code to keep on file in lieu of any kind of a Knox Box.

RESPONSE TO APPEAL

Need for Monitored Fire Alarm System

Placer County Code, which adopts the California Fire Code with certain amendments to Section 907.2, is the appropriate regulatory document for determining such building/fire requirements. Placer County Code Section 15.04.710(H) states that, where required for new buildings and structures, an automatic fire alarm system shall be required for all occupancies (except Group R, Division 3), and Group U occupancies shall have an approved automatic fire alarm system installed when the occupancy/building has 1,500 square feet or more of total floor area unless other sections of the California Fire Code or California State Fire Marshals regulations are more restrictive, then the more restrictive shall apply.

Because the total floor area of the proposed mixed-use occupancy structure is 3,544 square feet, and because this total floor area is greater than 1,500 square feet, the Placer County Fire Department has determined that a monitored fire alarm system is required and warranted as provided for in Placer County Code Section 15.04.710(H). Because the fire alarm requirement is based upon the square footage of the structure and has no relationship to the zoning requirements, occupancy load or location of the structure, Placer County Fire staff has concluded the actual distance or response time is not an issue in requiring the alarm system. The purpose of an automatic fire alarm system is to notify the occupants to evacuate the building and provide a rapid notification of the emergency to the responding fire agency.

Contrary to comments by Mr. Maddux, Placer County Fire staff has determined that other wineries of a like size that are within Placer County Fire Department jurisdiction have in fact been required to and have subsequently installed automatic fire alarm systems (e.g.; Wise Villa Winery and Dona Dal Cielo).

Requirement for Key Boxes

Placer County Code adopts California Fire Code Section 506.1.1 in its entirety. Therefore, in this case, the California Fire Code is the appropriate regulatory document for determining Knox Box requirements. As set forth in the California Fire Code Section 506.1.1, when access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official. The purpose of the "Knox Box" is to provide the responding fire agency access to not only the gates but also into all areas of the commercial building. The "Knox Box" would contain gate codes or openers, gate keys and keys to all locked rooms within the business.

Placer County Fire Department has suggested the option of locating an approved Knox Vault at the first gate to save the added cost of purchasing two (2) padlocks/key switches for the gates (California Fire Code section 506.1.1). The Knox vault would then contain both the keys to the commercial building and keys/codes for the gates.

RECOMMENDATION

Based upon the analysis set forth in this report, staff recommends the Board of Appeals take the following action:

- 1) Deny the appeal from Phil Maddux of Lone Buffalo Vineyards to waive the requirement for an approved automatic fire alarm system based on the following:
 - a. Placer County Code section 15.04.710 H requires an approved automatic fire alarm system for a commercial structure of this size.

- 2) Deny the appeal from Phil Maddux of Lone Buffalo Vineyard to waive the requirement for a Knox 4400 series, dual lock vault to provide emergency access to the property and structure(s) based on the following:
 - a. California Fire Code section 506, requirements for access,
 - b. The Knox system is the system approved for use in Placer County by Placer County Fire Departments.
 - c. The Knox 4400 series is the smallest and least expensive of the key vaults that provide the Dual Lock capability. (one lock provides fire department access to the vault while the other lock provides the building owner access to his/her vault)
 - d. Placer County Fire Department utilizes the Dual Key system to allow the operator of the building to maintain the correct keys in their own vault without having to schedule meetings with the fire department each time a lock or pass code is changed. (California Fire Code section 506.2)

Should the Board conclude that there is merit to the appeal as set forth by Mr. Maddux, staff will assist the Board in preparing findings based upon the public testimony provided during the public hearing.

ATTACHMENTS:

- | | |
|------------|--|
| Exhibit 1: | Vicinity Map |
| Exhibit 2: | Site Plan |
| Exhibit 3: | Appeal Application |
| Exhibit 4: | Placer County Building Permit #46529.12 (scope) |
| Exhibit 5: | Placer County Building Permit #46529.12 (quantity) |





PLACER COUNTY BUILDING BOARD OF APPEALS
APPLICATION FOR APPEAL FORM

FILING FEE: ~~\$102.90~~

NAME OF PETITIONER: LONE BUFFALO VINEYARDS, LLC DATE: 12/31/12

ADDRESS: 7505 WISE RD., AUBURN, CA 95603 PHONE: 916-663-4486

NAME OF PROJECT: LONE BUFFALO VINEYARDS WINERY & TASTING ROOM BUILDING PERMIT # 0100 T46529.12

PROPERTY ADDRESS OF PREMISES FOR WHICH APPEAL IS REQUESTED:
7505 WISE RD., AUBURN, CA 95603

ASSESSOR'S PARCEL NUMBER: 031370026000

Relationship of petitioner to property: LESSEE

Present use of premises: AGRICULTURAL

Proposed use of premises: AGRICULTURAL

Description of any proposed building or structures, or alteration of existing buildings or structures located, or to be located on said premises (please attach sketches, map, or diagrams if necessary):

SEE ATTACHMENT 1

A brief statement in ordinary and concise language of the specific order or action protested, or requested, together with any material facts claimed to support the contentions of the appellant. (Use attachments or the reverse of this form, if necessary):

SEE ATTACHMENT 2

A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested order should be reversed, or proposed request should be approved, modified, or otherwise set aside. (Use attachments or the reverse of this form, if necessary):

SEE ATTACHMENT 3

What is the proposed alternate material, method of construction or interpretation desired by the petitioner?

SEE ATTACHMENT 3

Why does petitioner feel the proposed alternate, interpretation, deviation, or substitution is justified?
(Note: alternate materials and methods must be at least equal to what is prescribed in the code for safety, performance and protection of life and health. Reference Section 17951, Health & Safety Code.)

SEE ATTACHMENT 3

When was this decision that you are appealing made by the Building Department? _____

Has the petition for the alternate material/method of construction or interpretation, herein requested been denied within the past 30 days? YES / NO

I, the undersigned, do hereby certify that the statements herein made are true and accurate to the best of my knowledge and belief.

~~Please enclose a check for the \$102.90 filing fee payable to Placer County.~~

Phillip J. Moddy
PETITIONER

12/31/12
DATE

ATTACHMENT 1

December 26, 2012

RE: Placer County Building Board of Appeals – Application For Appeal -
Permit: 0100 T46529.12

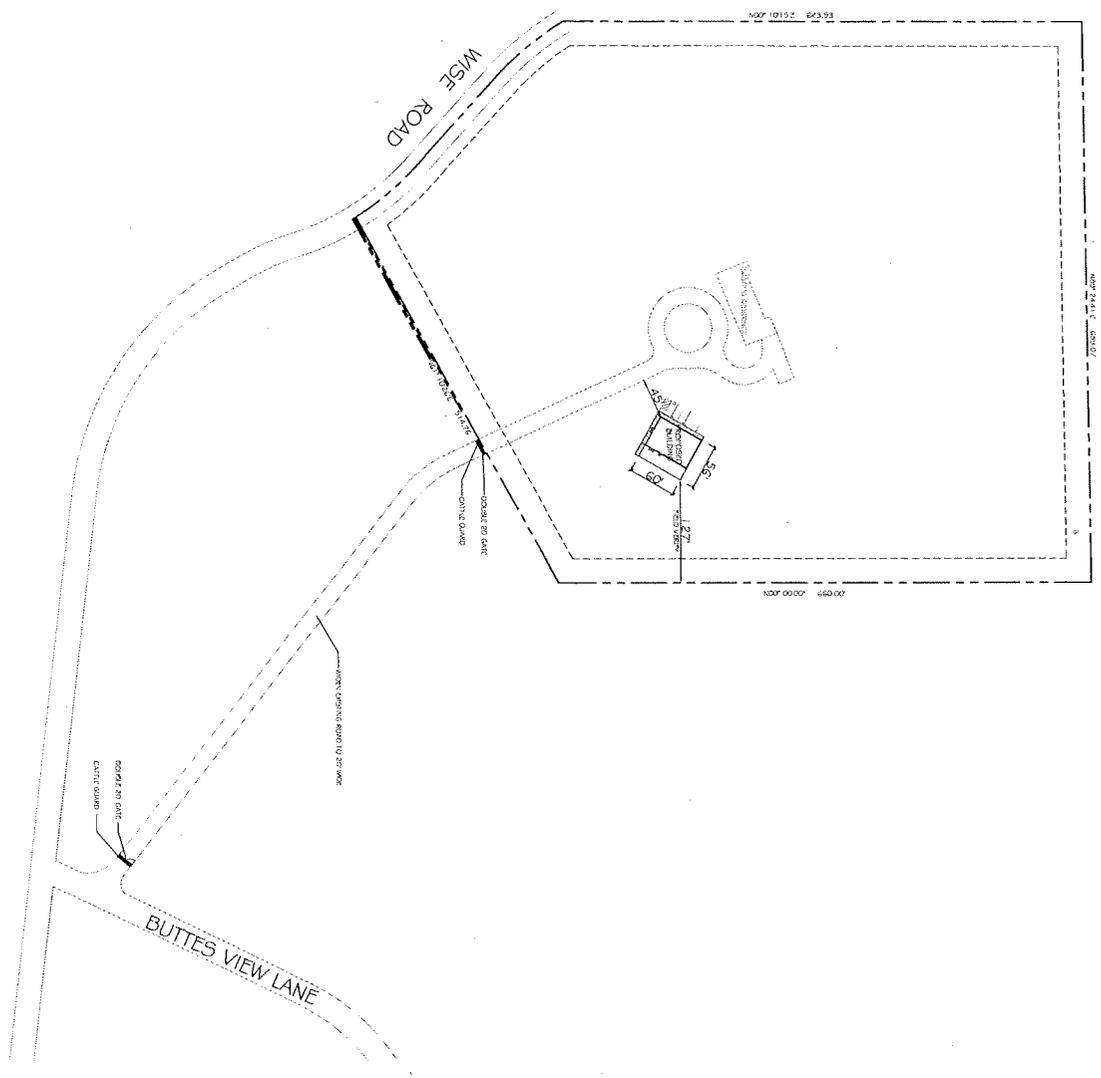
PROJECT DESCRIPTION – LONE BUFFALO VINEYARDS – 7505 WISE ROAD, AUBURN, CA 95603

The winery and tasting room building will be used for wine production, storage, tasting and sales. The tasting room is classified as a B occupancy under the provisions of the CBC section 303.1 exception #2 for an assembly group. It will be located in the front (733 sq. ft.) of the building and will be the only part of the building open to the public. This is a family operated winery with no employees. The tasting room is separated from the rest of the building by a partition wall. There is a door in the wall which can be locked with a deadbolt, preventing access to the rest of the building. The tasting room hours of operation are planned to be Fridays, Saturdays and Sundays, from 12:00 noon to 5:00pm each day, year-round. The maximum number of patrons, including family, in the tasting room is anticipated to be no more than 10 at any one time.

Attached are the approved building Floor Plan, Elevations and Site Plan

SITE PLAN

NOT A SURVEY



PROPOSED BUILDING
 FOR: LONE BUFFALO VINEYARDS
 7505 WISE ROAD
 AUBURN, CA

Project Description: This project involves the construction of a wine processing, storage & tasting facility.

Contractor: Clufftop Construction, Inc.
 7735 Imperial, CA 95615
 Contact: Chuck Benton

Design Engineer: Leo McGlade and Associates, Inc.
 3417 Arden Way, Sacramento, CA 95825
 Contact: (916) 488-8360

Codes: 2010 Edition of the C.S.C., Calumet Code, C.F.C., C.M.C., C.P.C. & 2010 C.L.C. (CC 1-24) and all applicable CDM Codes and standards.

Occupancy/Group: Type I-3
 1-2 & 1A

Actual Area: 2,400 S.F.
 1,500 S.F.
 1,500 S.F.
 Total

Allowable Area: Unlimited per 2010 CBC section 507.3

DETERMINED SUBMITTALS:
 • FIRE ALARM
 • FIRE TANK

REVISIONS BY	DATE	DESCRIPTION

Leo McGlade & associates, inc.
 3417 Arden Way Sacramento, CA 95825 (916) 488-8360

SITE PLAN

PROPOSED BUILDING FOR: LONE BUFFALO VINEYARDS
 7505 WISE ROAD
 AUBURN, CALIFORNIA

A1
 SHEET OF SHEETS

ATTACHMENT 2

December 26, 2012

RE: Placer County Building Board of Appeals – Application For Appeal -
Permit: 0100 T46529.12

SPECIFIC ORDERS/ACTIONS PROTESTED

1. The requirement for an expensive, monitored fire alarm system for the building where the tasting room is only 733 square feet, the occupancy level of the tasting room is no more than 10, there are no employees, public access to the remainder of the building is restricted by a locked access door and the project is located in a rural area with no adjacent buildings and where such an alarm system would not improve fire department response time.
2. The requirement for a \$500.00+ 4400 Series “Knox Box”, weighing 29 pounds and with the capacity to hold 50 keys where there are only 2 gate codes/gate openers required to provide the fire department with quick access to the premises.

ATTACHMENT 3

December 26, 2012

RE: Placer County Building Board of Appeals – Application For Appeal -
Permit: 0100 T46529.12

RELIEF SOUGHT AND BASES THEREFORE

1. No fire alarm should be required. There is no need for and applicable law does not require an expensive, monitored fire alarm system for this metal building with a concrete floor where the tasting room is only 733 square feet, the occupancy level of the tasting room is no more than 10, there are no employees and public access to the remainder of the building is prevented by a deadbolt lock on the only access door.

The requirements for fire alarm and detection systems for new buildings or structures are set forth in the California Fire Code, Chapter 9, Section 907.2, which specifies the requirements by Occupancy Classification. The California Building Code, Chapter 3 sets forth the various Occupancy Classifications. Section 303.1 provides that a building or portion thereof “used for the gathering of persons for purposes such as ...food or drink consumption” is a Group A occupancy unless the building has an occupancy load of less than 50 persons and/or is less than 750 square feet in area, in which case it is a Group B occupancy. (24 CCR 303.1, Exceptions 1 and 3). Applicant’s tasting room is thus a Group B occupancy, which the building department has already accepted for the purposes of determining number of required bathrooms.

24 CCR 907.2.2 require a monitored fire alarm system for Group B occupancies only where (1) the occupant load is 500 or more; (2) the occupant load is more than 100 above or below the lowest level of exit discharge; (3) the fire area contains an ambulatory health care facility; or the building contains an educational facility. Applicant’s building meets none of these conditions and therefore, California law does not require a monitored fire alarm system.

Applicant recognizes that Placer County has amended the State Fire Code by adopting Placer County Code, Section 15.04.710 H, which requires "... an approved automatic fire alarm system..." "... when the *occupancy*/building has 1,500 square feet or more of total floor area... (emphasis added)" This section does not apply either. Applicant's tasting room, the only part of the building open to and capable of being occupied by the public and thus an "occupancy", is 733 square feet and there is no access to the production/storage portion of the building.

Furthermore the purpose of the monitored fire alarm requirement, which is to enable faster fire department response, thereby increasing the ability to limit damage to both the involved structure and those surrounding it, would not be served by requiring Applicant to install such a system. Such systems are designed for and are useful in urban areas where fire protection is relatively close by (enabling a fast response) and where there are other buildings in close proximity to which a fire may spread. Neither of these conditions exists in Applicant's rural setting, so a monitored alarm system will not serve any purpose.

Beyond the lack of legal requirement for an alarm system and the lack of purpose, it would be inequitable and discriminatory to require a monitored alarm system. So far as applicant is aware, none of the 13 other winery tasting rooms in the county (including at least one tasting room currently under construction), nor the four winery tasting rooms located in the City of Loomis are being required to install a monitored fire alarm system. They all have occupancy loads and tasting room square footage similar to or greater than Applicant.

Finally, the owners of Applicant's business and the building will live on the premises in an existing residence located approximately 150 yards from and in plain view of the winery/tasting room building, giving them the ability to monitor the building 24 hours per day.

2. Applicant should either be required to provide the servicing fire department with the gate codes/openers or to install a more reasonably priced box in lieu of the "Knox Box" required by Fire Captain Bob Eicholtz. The requirement for a \$500.00+ 4400 Series "Knox Box", weighing 29 pounds and with the capacity to hold 50 keys where there are only 2 gate openers required to provide the fire department with quick access to the premises is beyond reason.

In addition to being unreasonable and clear "overkill" for the purpose, this requirement is also inequitable and discriminatory. So far as applicant is aware,

required to install such a Knox box. In fact, one winery has been allowed to provide the servicing fire agency with the gate code to keep on file in lieu of any kind of a Knox box.

Applicant attaches hereto information from the Knox Box manufacturer and the internet showing the availability of less expensive boxes which perform the same function



PLACER COUNTY FIRE DEPARTMENT in cooperation with:
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
Nevada-Yuba-Placer Unit – Auburn HQ
13760 Lincoln Way, Auburn, CA 95603
(530) 889-0111 Fax (530) 823-9201



December 19, 2012

Phil & Jill Maddux
2682 Burgard Ln.
Auburn, CA 95603

Re: Lone Buffalo Winery
7505 Wise Rd., Auburn, CA 95603

In keeping with CDF/Placer County Fire Department's Fire Protection Standards, your project/property will need the following:

FOR ALL KEY-LOCKED GATES AND SMALL, NON HAZARDOUS OCCUPANCIES

- 1 **Part #4403** Surface-mount Commercial Use Knox Box w/2 lock option. (Tamper switch optional)

Site and method of installation of the above shall be approved by the CDF/Placer County Fire Department.

Should you want to use other options such as tamper switching or recessed mounting, it must be approved by CDF/Placer County Fire Department **prior** to ordering.

Enclosed you will find an order form for your use. After completing the highlighted sections of the form and choosing your payment information:

Return the form and payment to: CAL FIRE/Placer County Fire Department
13760 Lincoln Way
Auburn, CA 95603
Attn: KNOX BOX COORDINATOR

(Please make check or money order payable to: The KNOX COMPANY)

Should you have any questions, please contact Bob Eicholtz at (530) 745-3574.

BRAD HARRIS
Unit Chief

Bob Eicholtz

BOB EICHOLTZ
Fire Captain

BE/md
Enclosure



2013

AUTHORIZATION ORDER FORM

800-552-5669 • 623-687-2300 • Fax: 623-687-2290 • WWW.KNOXBOX.COM

13-186487

Section 1 ORDERED BY CONTRACTOR PROPERTY OWNER GOV. AGENCY

COMPANY / AGENCY: LONE BUFFALO WINERY
 STREET: 2682 BURGARD LN
 CITY: AUBURN
 CONTACT NAME: PHIL + JILL MADDUX
 PHONE NUMBER: [] - [] - []
 E-MAIL ADDRESS: []
 DATE ORDERED: [] - [] - []
 SUITE / BUILDING: []
 STATE: CA ZIP CODE: 95603
 P.O. NUMBER (GOV. AGENCIES ONLY): []

Section 2 ORDER WILL NOT BE PROCESSED Without Authorized Signature

California Dept Forestry-Placer Co
 13760 LINCOLN WAY
 AUBURN, CA 95603-3236

Authorized Agency Signature and Date: **PS-01-0438-09-92**
 Print Name Clearly: System Code

IMPORTANT NOTE - Knox® Master Keys are provided to authorized agencies or other registered entities on an as-needed basis solely for use with the Knox Rapid Entry System. No other use of the Knox Master Keys or their associated codes is authorized or permitted. Knox Master Keys and Key Codes associated with the Knox Master Keys and Keyways remain the exclusive property of the Knox Company. Key Codes associated with the Knox Master Keys and Keyways are maintained by the Knox Company in Phoenix, Arizona. For questions regarding this policy, contact Knox at 800-552-5669.

Authorizing Agency Approval Signature Required to Sub-master Items

Check here to Sub-master
 Sub-master fee \$7.00 per keyed item.

Authorized Agency Signature

Section 3 PRE-PAYMENT INFORMATION REQUIRED

Check or Money Order made payable to:
 KNOX COMPANY Federal I.D. #95-3617858
 VISA MC AMEX DISC
 EXP. DATE (MM / YY): [] / []

Section 4 ORDER PRODUCT HERE - USE ATTACHED PRICE LIST

Quantity	Part#	Weight Ea.	Price Ea.	Extended Price
01	4403	29	\$ 438 00	\$ 438 00
			\$	\$
			\$	\$

CARD NUMBER: []
 NAME ON CARD: []

Credit Card Orders can be FAXED or scanned and emailed to: orders@knoxbox.com

Cardholder Signature

Sub-master Fee (if required, \$7.00 ea.) \$ []

Shipping and Handling \$ 40 00

Subtotal \$ 478 00

CA TAX Required Sales Tax \$ 34 66

Pre-payment Total \$ 512 66

Section 5 INSTALLATION ADDRESS - REQUIRED BY AUTHORIZED AGENCY

NEW CONSTRUCTION RETROFIT

BUILDING NAME (WHERE ITEM WILL BE INSTALLED) - PLEASE TYPE ADDITIONAL INSTALLATION ADDRESSES ON A SEPARATE SHEET (REQUIRED BY FIRE DEPT.):
 LONE BUFFALO WINERY
 STREET ADDRESS (NO P.O. BOXES): 7505 WISE RD
 CITY: AUBURN

Ground Shipping & Handling

1 lb. to	7 lbs.	\$14.00	Please call Knox for quote: 75 lbs. + and/or Alaska, Hawaii, Canada
8 lbs. to	16 lbs.	\$26.00	
17 lbs. to	30 lbs.	\$40.00	
31 lbs. to	50 lbs.	\$45.00	
51 lbs. to	75 lbs.	\$60.00	

Section 6 SHIP TO ADDRESS IS REQUIRED SAME AS INSTALL ADDRESS

SHIP TO CONTACT NAME: PHIL + JILL MADDUX
 COMPANY NAME: LONE BUFFALO COUNTY: PLACER
 STREET ADDRESS (NO P.O. BOXES): 2682 BURGARD LN
 CITY: AUBURN STATE: CA ZIP CODE: 95603

RUSH? Call for Rates and Check Box:
 Next Day Air 2nd Day Air

OFFICE USE ONLY
 O/N
 REC'D

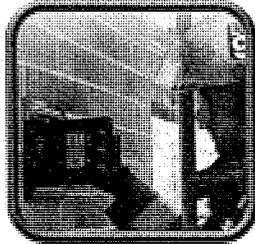
Send this form with payment to:
KNOX COMPANY
 1601 W. Deer Valley Road
 Phoenix, AZ 85027

About the Knox Company

Since 1975, Knox has been manufacturing high security key boxes, key vaults, armored cabinets, key switches, padlocks, master key retention devices, narcotics drug lockers and locking FDC plugs and caps. This proven rapid entry system reduces response time, property damages and the liability for lost keys. More than 11,500 fire departments, military installations and the communities they serve depend on Knox products and services.



Knox Company
1601 W. Deer Valley Road
Phoenix, Arizona 85027



Knox-Box® Rapid Entry System



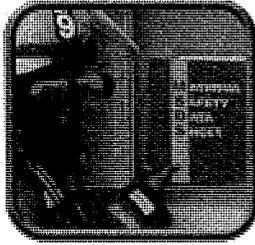
Master Key Retention



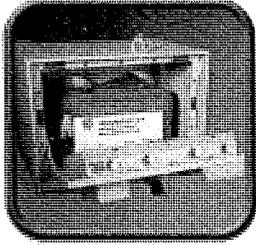
Gate Access



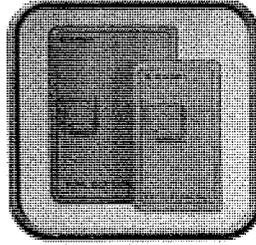
FDC Protection



Haz-Mat Cabinets



Narcotics Lockers



Elevator Box



Power Shutdown Station

ORDER TERMS AND CONDITIONS

NOTICE: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

As used in this Order Terms and Conditions (the "Agreement"), the words "you," "your," and "customer" each mean the person or entity named on the face of this form as the Customer or Buyer. The words "we," "our," and "Knox" each mean Knox Associates, Inc. d/b/a The Knox Company, an Arizona corporation, with a place of business located at 1601 W. Deer Valley Road, Phoenix, Arizona 85027. The words "Equipment" or "Product" mean the products ordered under this agreement.

1. This Order is based upon these terms and conditions of this Agreement. **Knox rejects any and all other terms and conditions of sale proposed or discussed by the parties in connection with this Order or the resulting transaction. This Agreement shall constitute the entire and exclusive contract of sale between you and Knox, and any additional or different terms in any purchase order, counteroffers, or where ever contained are objected to and rejected.**
2. All orders for Products are subject to availability. We reserve the right to reject any order for any reason. We will use all reasonable efforts to deliver Products by a requested delivery date. However, delivery dates are approximate and we are not liable for delays in delivery for any reason.
3. Subject to payment in full, title to purchased Products will pass to you, FOB our shipping dock.
4. Before shipping Products to you, we will perform our standard factory inspection and acceptance tests on the unit, and satisfactory completion of inspection will constitute your acceptance of the unit. At your request, we will certify in writing our completion of inspection tests.
5. You shall pay all amounts due according to the payment terms on the face of this form, in United States dollars, delivered to us at the address stated on the invoice or as otherwise required by us. If you fail to pay any charges when due, in addition to such overdue amounts you shall pay a late-payment charge on the unpaid balance equal to the lesser of 1.5 percent per month or the lawful maximum. You have no set-off rights.
6. We warrant that Products ordered and subsequently sold to you under this Agreement will conform to our then-current published specifications for the Product and limited to the warranty period specified by Knox for that Product on the date of your order. We reserve the right to make changes to our products and have no obligation to alter previously purchased products. Our sole obligation to you and your exclusive remedy under this warranty is as follows: a) We will repair or replace without charge Products found to be defective so long as you return the Products to us, freight prepaid, to our service center in Phoenix, Arizona. b) We will not be required to ship a replacement until we have confirmed through our examination that your item is in fact defective. We will pay freight costs to ship any repaired or replacement unit to you. If we are unable within a reasonable time to repair or replace your item, then you will be entitled to the refund of your purchase price. c) This warranty does not apply to any unit which we determine has been subjected by you or another party to (1) operating or environmental conditions in excess of our written specifications or recommendations; (2) damage, misuse or neglect; (3) improper installation, repair, modification or alteration; or (4) use for which it was not intended or designed. This warranty also excludes expendable items, such as lamps, fuses, or other parts which fail from normal use. This is our only warranty for Products. **KNOX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR REMEDIES - WHETHER EXPRESS, IMPLIED, OR STATUTORY - INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** We also disclaim any implied warranty arising out of trade usage or out of a course of dealing or course of performance. And in no event shall our liability to you exceed the limitations specified in Section 12.
7. You agree that the Knox Product ordered will be used only with the Knox Master Key issued to the Authorized Agency designated on this Order Form.
8. You acknowledge that the lock code and lock core in the Knox Product as delivered by the Knox Company may not be modified or altered in any manner except with the express authorization of the Knox Company.
9. You acknowledge that if you or any party on whose behalf you are acting alters, modifies or tampers with the Product or takes any action that compromises the Product's ability to be accessed with the Authorized Agency's Master Key, the Knox Company shall have the right to demand that the Product be removed from use, and that you indemnify and hold the Knox Company harmless from any claims or losses resulting from the such alteration or modification of the Product.

10. You acknowledge that all right, title and interest in all patents, copyrights, trademarks, trade dress, trade secrets and other intellectual property embodied within, covering or in any way regarding the Products is owned exclusively by Knox, or its licensor(s), and all rights with regard to such intellectual property are reserved. You represent, warrant and covenant that you will not claim any right, title or interest in, or use, any such intellectual property, including any and all codes to keys, keyways and keywrenches all of which remain exclusively the property of Knox or its licensor(s), and that you will not bring any suit or proceeding in an attempt to invalidate or claim any such intellectual property rights.

11. Neither Knox nor you will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control.

12. Your exclusive remedies concerning our performance or nonperformance are those expressly stated in this Agreement. **Under no circumstances will Knox be liable for procurement costs, lost revenue or profits, loss of data, or for any other special, incidental or consequential damages, even if they were foreseeable or you have informed us of their potential.** And we will not be liable for any damages claimed by you based upon any third party claim. **Our total liability to you for your damages under this Agreement will not exceed the price you paid to us for the unit of Products at issue in your claim.** This limitation will apply regardless of the form of action (i.e., whether the lawsuit is in contract or in tort, including negligence.) **Because some states do not allow exclusion or limitation of liability for consequential or incidental damages, in such states Knox's entire liability is limited to the full extent permitted by law.**

13. You shall indemnify and save Knox harmless from all claims, losses, damages, expenses (including reasonable legal fees) and liability resulting from or in any way connected, directly or indirectly, with a breach of your obligations under this Agreement, third party claims, or with the possession, handling, sale or use of the Products or goods made from the Products delivered hereunder.

14. You will be invoiced and will pay all sales, use, excise, and other taxes on Products unless exempt under law or you furnish us with a valid resale or exemption certificate. The reporting and payment of all taxes for Products is your sole responsibility. You will also be responsible for all transportation costs, insurance charges, customs duties, and loss or damage settlements. Our prices for Products do not include such taxes or charges; where applicable, they will be added to your total invoice amount. You will not be responsible, however, for taxes levied against us based upon our net income or net worth (franchise taxes).

15. If for any reason we are unable to supply the total demand for Products specified herein, we may in our sole discretion distribute our available supply of Products among our customers, and we shall have no obligation to purchase supplies of the goods from third parties to enable us to perform our obligations to you under this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without resort to conflict of laws rules. Each party irrevocably agrees that any action, suit or other legal proceeding against them shall be brought in a court of the State of Arizona or in the United States District Court for the State of Arizona. By execution and delivery of this Agreement, each party irrevocably submits to and accepts the jurisdiction of each of such courts and waives any objection (including any objection to venue, enforcement, or grounds of forum non conveniens) which might be asserted against the bringing of any such action, suit or other legal proceeding in such courts. In the event any proceedings are commenced to enforce or construe this invoice or the goods or services related thereto, then the prevailing party in such proceedings shall be entitled to its reasonable attorney fees thereby incurred. In the event a judgment is entered in such proceedings, it is agreed that said judgment shall provide that the prevailing party shall be entitled to recover all attorney fees reasonably incurred in enforcing said judgment.

17. This Agreement represents the entire agreement between us regarding this Order and Products we are to sell to you under it. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods. It also supersedes all previous oral or written communications between us regarding its subject matter, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of our Agreement.



Security Key Control System

This registration form must be completed in order to initiate a "restricted" key control system. The signature control option is available to commercial, industrial, and governmental organizations and requires that an authorized signature appear on all orders placed with the Knox Company.

Company Name		
Street Address		
Mailing Address		
City	State	Zip

Liaison Official

The official Knox contact and coordinator of your company's rapid entry system. All materials will be sent to this person at the address above.

Name	Title
Phone Number ()	Fax Number ()
email:	

Signature Control Option

Please record authorized signatures below within the boxes provided.

These officials are authorized to:

- a. Order Knox Rapid Entry System products
- b. Order additional Knox Rapid Entry System master keys
- c. Delete/add names and authorized signatures

Date	Print Name/Title	Signature	Required For
			<input type="checkbox"/> Master Keys/Devices <input type="checkbox"/> Devices Only
			<input type="checkbox"/> Master Keys/Devices <input type="checkbox"/> Devices Only
			<input type="checkbox"/> Master Keys/Devices <input type="checkbox"/> Devices Only
Number of Knox keys included at NO Charge = 2		Additional keys may be purchased at \$5.00 each plus \$25 Shipping and Handling	Number of Keys requested:

- The above signature registration form is the only document establishing authorization to purchase additional Knox keys, units, or locks with assigned codes.
- ANY changes in authorized signatures must be submitted to Knox Company on company letterhead bearing one of the original signatures from the above "AUTHORIZED SIGNATURE FORM".
- Knox Company hereby authorizes its officers, employees, and agents to accept the authorized signatures appearing on this form in supplying Knox manufactured products of a sensitive character (master keys, locks, key vaults, etc.). However, Knox Company responsibility and that of its officers, employees, and agents shall extend only to a reasonable conclusion that an authenticated signature on any order placed with Knox Company under these circumstances has been made by the party whose signature is the aforesaid authorized signature.



Security Key Control System

Terms and Conditions of Use

In order for the Knox Company to maintain the integrity of the Knox System, Knox requires that all persons who will use Knox Master Keys be bound by the following "Terms and Conditions of Use." Therefore, each person signing the reverse side of this sheet agrees that:

- a. All Knox Master Keys delivered to the Department shall remain the sole and exclusive property of the Knox Company, and may only be used in accordance with these Terms and Conditions of Use.
- b. The Knox Master Key is a security device and access to the Knox Master Key must be controlled within the Department. The persons signing on the reverse side who are authorized signatories for the Knox Rapid Access System are authorized to request that Knox provide Master Keys to the Department. Such persons should make every reasonable effort to protect against improper use or loss of Knox Master Keys.
- c. Department personnel should not release the Knox Master Key to any unauthorized person or Department. Signatories shall notify users of these Terms and Conditions of Use.
- d. It is recommended that all Knox Master Keys be kept in a secure place and maintained in good condition.
- e. If a Department wishes to discontinue the Knox Rapid Access System, all Knox Master Keys shall be returned to the Knox Company.
- f. Notification must be given by the Department of loss, theft, damage or destruction to any Knox Master Key in a timely manner, in order that records may be kept accurately for the total number of Knox Master Keys distributed to the Department and to allow Knox an opportunity to take whatever steps it deems necessary to protect the Knox Rapid Access System.
- g. Knox Master Keys may not be duplicated or altered in any way. The Key Codes associated with Knox Master Keys and KeyWays remain the exclusive property of the Knox Company.
- h. Knox Master Keys are provided solely for use with the Knox Rapid Entry System. No other use of the keys or their associated codes is authorized or permitted.



knox box

Shopping

About 1,090 results (0.22 seconds)

My Shortlists

Web

Your location: Auburn, CA 95603 - Change

Sort by: Relevance

Shopping

Why these products?

More

Show only

- In stock nearby
- Free shipping
- New items

Any category

- Home & Garden
- Vintage Advertisements
- Music
- Books

Any price

- Up to \$50
- \$50 - \$150
- \$150 - \$400
- Over \$400

\$ to \$ Go

Any store

- The GateHouse
- Gate Crafters
- EagleOperatorsOnline.com
- ApolloGateOpeners.com
- Pricefalls.com
- More



Knox Box Fire Access Red Micro Switch or Knox Key Switch

Product Details Compatibilities Accessory Uses Accessory Features Options Product Media Accessory Compatibilities Top of Page The American Access ...

Add to Shortlist

\$74.00

\$87.61 with est. tax & shipping
Gate Crafters
★★★★★ 117 reviews



Doorking 1401 Fire Access Box

Fire Access **Box Box** provides emergency access to gate. Designed to accept the **Knox KS-2** fire dept key switch.

Add to Shortlist

\$67.16

\$77.26 with est. tax & shipping
The GateHouse
★★★★★ 81 reviews



Fire Access Box with Micro Switch and Knox Key Switch Option

Fire department Access **Box** afb120

Add to Shortlist

\$56.16

\$65.29 with est. tax & shipping
The GateHouse
★★★★★ 81 reviews



Fire Box w/ Knox Key Switch (EFB-2010)

Fire **Box** w/ **Knox** Key Switch (EFB-2010)

Add to Shortlist

\$90.00

\$103.61 with est. tax & shipping
EagleOperatorsOnline.com



Vtg Knox New York Felt Fedora Hat // Vtg Knox Hat Box // Size 7 1/8

Vintage **Knox** Felt Fedora Hat // Vintage **Knox** Hat **Box** New York ~ Mad Men Style ~ Mid Century Soft and fine felt with solid rigidity. It is a khaki ...

Add to Shortlist

\$108.00 used

\$120.00 with est. tax & shipping
Etsy - jansvintagestuff



I love Knox Keepsake Box

Box - Womens

Great I love **Knox** product for anyone who loves **Knox**. Show **Knox** that you care. This and many more **Knox** gifts, **Knox** shirts, and **Knox** souvenirs are ...

Add to Shortlist

\$27.45

\$37.94 with est. tax & shipping
Zazzle



Articles On Security Technology, including: Alarm, Closed-circuit ...

Contributors: Hephaestus Books - Author. Format: Paperback

Add to Shortlist

\$13.10

\$18.04 with est. tax & shipping
Barnes & Noble - PaperbackshopUS



Vintage Mylan Straw Fedora Hat by KNOX NEVER Worn, Comes in Hat BOX

Knox Fedora Size 7. This hat is in Mint condition. Never worn! Preserved in a Hat **Box**! Check out my other Vintage Listings!

Add to Shortlist

\$115.00 used

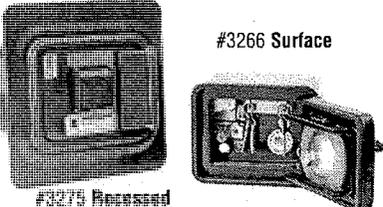
\$130.00 with est. tax & shipping
Etsy - nolasgarage

Fort Knox Mailbox . 5 In. Steel Paper Boxes Black

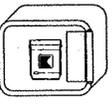
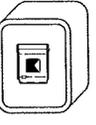
Effective January 1, 2012. All Prices in US Dollars

**Knox-Box®
3200 Series**

Holds up to 10 Keys
Ship Weight = 10 lbs.

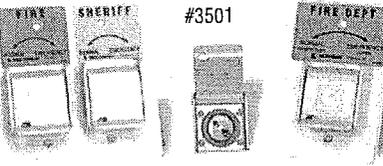


#3266 Surface
#3275 Recessed

Door Type	Mount Type	Tamper Switch	Color	Part Number	Price	
	Surface Mount 	—	Black	3261	\$255.00	
		●	Black	3262	\$295.00	
		—	Aluminum	3263	\$265.00	
		●	Aluminum	3264	\$305.00	
		—	Dark Bronze	3265	\$265.00	
		●	Dark Bronze	3266	\$305.00	
	Recess Mount 	—	Black	3270	\$295.00	
		●	Black	3271	\$335.00	
		—	Aluminum	3272	\$305.00	
		●	Aluminum	3273	\$345.00	
		—	Dark Bronze	3274	\$305.00	
		●	Dark Bronze	3275	\$345.00	
	Optional Multi-purpose electrical switch				3291	\$21.00
	3200 Hinged Door Recessed Mounting Kit				3290	\$79.00
	Surface Mount 	—	Black	3201	\$215.00	
		●	Black	3202	\$255.00	
		—	Aluminum	3205	\$225.00	
		●	Aluminum	3206	\$265.00	
		—	Dark Bronze	3207	\$225.00	
		●	Dark Bronze	3208	\$265.00	
	Recess Mount 	—	Black	3220	\$255.00	
		●	Black	3221	\$295.00	
		—	Aluminum	3224	\$265.00	
		●	Aluminum	3225	\$305.00	
		—	Dark Bronze	3226	\$265.00	
		●	Dark Bronze	3227	\$305.00	
	Optional Multi-purpose electrical switch				3241	\$21.00
	3200 Lift-off Door Recessed Mounting Kit				3240	\$79.00

**Knox®
Key Switch**

Ship Weight = 1 lb.

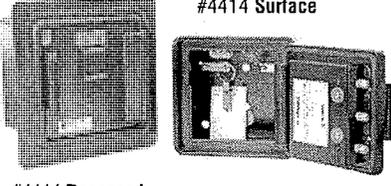


#3503 #3501 #3502

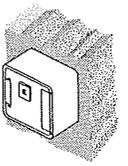
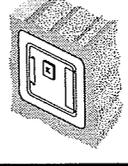
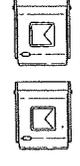
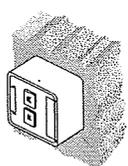
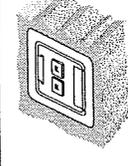
Part (includes all stainless steel dust cover)	Part Number	Price
Key Switch	3501	\$73.00
Key Switch on Mounting Plate	3502	\$91.00
Double Key Switch on Mounting Plate	3503	\$145.00

**Knox-Vault®
4400 Series**

Holds up to 50 Keys
Ship Weight = 29 lbs.



#4414 Surface
#4444 Recessed

Lock Type	Mount Type	Tamper Switch	Color	Part Number	Price	
	Surface Mount 	—	Black	4401	\$378.00	
		●	Black	4402	\$418.00	
		—	Aluminum	4409	\$388.00	
		●	Aluminum	4410	\$428.00	
		—	Dark Bronze	4413	\$388.00	
		●	Dark Bronze	4414	\$428.00	
		Recess Mount 	—	Black	4430	\$428.00
			●	Black	4431	\$468.00
	—		Aluminum	4439	\$438.00	
	●		Aluminum	4440	\$478.00	
	—		Dark Bronze	4443	\$438.00	
	●		Dark Bronze	4444	\$478.00	
	4400 Recessed Mounting Kit				4470	\$95.00
		Surface Mount 	—	Black	4403	\$438.00
●			Black	4404	\$478.00	
—			Aluminum	4411	\$448.00	
●			Aluminum	4412	\$488.00	
—			Dark Bronze	4415	\$448.00	
●			Dark Bronze	4416	\$488.00	
Recess Mount 			—	Black	4432	\$488.00
			●	Black	4433	\$528.00
		—	Aluminum	4441	\$498.00	
		●	Aluminum	4442	\$538.00	
		—	Dark Bronze	4445	\$498.00	
		●	Dark Bronze	4446	\$538.00	
4400 Recessed Mounting Kit				4470	\$95.00	
4400 Accessories		Optional Multi-purpose electrical switch			4471	\$21.00
	Keywrench/card holder			4472	\$11.00	
	Push Button Switch			4473	\$9.00	

SCOPE

Application Address Owner Profess Applicant Detail Des Checklist Comments Quantity Fee Calc Payment C Of A

Type: 0100 # 46529.12 Project: Enter Date: 12 Jur: PLCT

Name: LONE BUFFALO WINERY BUILDING

Scope: 0108 RESTAURANT-NEW

LONE BUFFALO WINERY & VINYARDS
**MAXIMUM PATRON OCCUPANCY = 10 / 30 MAX PER DAY

B (WINE TASTING)	=	881 SQFT
F-2 (WINE PROCESSING & STORAGE)	=	1,519 SQFT
COV PORCH AREA	=	960 SQFT
COV ENTRY	=	184 SQFT

CONST TYPE II-B, w/ FIRE ALARM

MODERATE W/MLDLAND-URBAN INTERFACE FIRE ZONE
*SPECIAL INSPECTION REQ FOR HIGH STRENGTH BOLTING

QUANTITIES

Application Address Owner Profess Applicant Detail Des Checklist Comments **Quantity** Fee Calc Payment C Of A

Permit Type: 0100 # 46529.12 Project: Date: 12
 APN: 031-370-026-000 7505 WISE RD PLCT
 Name: LONE BUFFALO WINERY BUILDING

Est Value: Calc Value: 171050.66 Area: 3544 Contract Value: 171050.66

Quantity Code	Description	Quantity	Rate (\$)	Unit	Value (\$)	Re-Calculate Value (\$)	Prt
0108	RESTAURANT	1065	0	SQFT	67545.95	67545.95	<input type="checkbox"/>
0400	MANUFACTURING	2479	0	SQFT	103504.71	103504.71	<input type="checkbox"/>
							<input type="checkbox"/>
							<input type="checkbox"/>

Detail Code	Code:	Quantity	Rate (\$)	Unit	Value (\$)	Date	Prt	E/N
0785		184	24.13	SQFT	4439.92	11-SEP-2012	<input type="checkbox"/>	<input type="checkbox"/>
COVERED DECK/PORCH		Yes / No: <input type="checkbox"/>	Comments: COV ENTRY PORCH		By: JVENABLE			
1033		881	71.63	SQFT	63106.03	03-AUG-2012	<input type="checkbox"/>	<input type="checkbox"/>
RETAIL II-B		Yes / No: <input type="checkbox"/>	Comments: WINE TASTING ROOM		By: JVENABLE			
						18-JAN-2013	<input type="checkbox"/>	<input type="checkbox"/>
		Yes / No: <input type="checkbox"/>	Comments:		By:			
							<input type="checkbox"/>	<input type="checkbox"/>
		Yes / No: <input type="checkbox"/>	Comments:		By:			
							<input type="checkbox"/>	<input type="checkbox"/>
		Yes / No: <input type="checkbox"/>	Comments:		By:			
							<input type="checkbox"/>	<input type="checkbox"/>
		Yes / No: <input type="checkbox"/>	Comments:		By:			