PACIFIC POWER Form 430A 1/79 OREGON ruput brut miseso file obier 19	PACIFIC POWER & LIGH WEATHERIZATION PR	OGRAM		22042
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This agreement is made th	such as the range of the second secon	<u>79</u> , between Pacific	Power & Light Compan	ny ("Pacific")
and <u>derala</u> (1. Homeowners represent. 4310 Maple	that they are the owners or contract vendees of the pr WOOD DRIVE KIAMATH FALLS	operty at: A constrained at the second se	OREGON	97601 (zip code)
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hereinafter referred to as "the	property. tion and weatherization materials checked below (s	ubject to notationsl to be	installed in Homeowne	r's home pur
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Ceiling Doors: Instal	istall insulation from an estimated existing R- tall insulation from an estimated existing R- all duct insulation to an estimated R notice	to an estimated R-	approximately 735	Gsq. it.
그는 물건을 만들고 있는 것이 아파지 않는 것이 같아.	stall moisture barrier in crawl space. Not and cold water pipes escribed above, for which Homeowners will ultimate	VLEDGE ITATI	(701) A Philade 	317.50
The cost of the installation d	escribed above, for which Homeowners will ultimate	ly be responsible under th	is agreement, is +	
3. LIMITED WARNAL Pacific shall contract with Pacific warrants that the in standards Hinstallation is n	an independent insulation and weatherization contra sulation and weatherization materials will be install of installed in a workmanlike manner, Pacific, at n	ector and will pay for work ed in a workmanlike man o expense to the Homeow	done as described anove ter consistent with prev ners, will cause any del	ailing industr ficiencies to b
Corrected: Solution of T Services Department, Pacific District Manager at their locs EXCEPT FOR THE WARRANTIES. ALL EX HOMEOWNERS, WILL SJ 90 DAYS FROM THAT DA OR IMPLIED WARRANTI	nstallation. Homeowners believe the work is defic Power & Light Company, Public Building, 920 S. V al Pacific Power & Light Company district office. WARRANTIES EXPRESSLY DESCRIBED II PRESS AND IMPLIED WARRANTIES AR FART UPON COMPLETION OF THE INSTALL TE HOMEOWNERS' REMEDIES FOR ANY CO IES, NEGLIGENCE, STRICT LIABILITY OR CO IEREIN, AND IN NO EVENT SHALL PACIF TO HOMEOWNERS OR ANYONE ELSE.	ient, Homeowners must V. Sixth Avenue, Portland N. THIS AGREEMENT E. EXTENDED ONLY ATION OF THE INSUL CLAIM, INCLUDING B	contact the Manager, Oregon 97204, (503) 2 PACIFIC MAKES TO FAND LIMITE ATION, AND WILL' UT NOT LIMITED TO THOSE BE	Weatherizabo 43-1122, or th ED TO TH TERMINAT TO EXPRES MEDIES EX
SEQUENTIAL DAMAGES	TO BOMIEO WITHING ON IN CONTRACTOR	lasts, so the above limitat	ion may not apply to you	1.

Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitations or exclusion may not apply to and milling L

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. you Pacific conducts Home Energy Analyses at the request of its customers to determine the cost-effectiveness of insulation and weatherization based a define conducts frome Energy Analyses at the request of its customers to determine the customers of insulation and weather ration based upon average consumption patterns and typical local weather conditions. However, because of the variability and uniqueness of individual energy use, it is not possible to precisely predict the savings that will accrue to any particular individual. Therefore, Pacific, by providing information in good faith concerning the anticipated benefits of insulation and weatherization, or by entering into this agreement, does not warrant that the installation of the insulation and weatherization materials provided for in this agreement will result in savings of money or electrical consumption. 227010EE -1 iictig NGRASSUL

4. HOMEOWNERS' OBLIGATION TO REPAY BOTH TO COMMUNICATE TO COMPANY AND ADDRESS OF THE PROVIDENCE OF THE · Individual Homeowners (natural persons) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization prior to the sale or transfer for consideration of any legal or equitable interest in any part of the property. Homeowners other than natural persons (corporations, trusts, etc.) shall pay to Pacific, without interest, the actual contract cost of the insulation and weatherization within seven years of the date of this agreement. Homeowners may pay such cost to Pacific at any time prior to the time payment is due.

Homeowners shall notify Pacific in writing of the sale or transfer for consideration of any legal or equitable interest in any part of the property. 5. HOMEOWNERS' OBLIGATION TO NOTIFY

Homeowners shall notify Pacific in writing of the sale or transfer for consideration of any legal or equitable interest in any part of the property, whether it is voluntary or involuntary. Such notice shall be sent as soon as Homeowners know that there will be a sale or transfer for consideration, and not later than one week before the expected sale or transfer. The notice must include the name of the Homeowners, the address of the property, the name of the person or company who is acting as a property, the name of the person to whom the property is being sold or transferred, and the name of any person or company who is acting as a closing agent for the sale or transfer or is otherwise participating in the transaction. Homeowners authorized Pacific to contact any of the persons to nav Pacific any obligations owing under this arresement from any monies which each property is a sale of the sale or transfer or is otherwise to nave Pacific any obligations owing under this arresement from any monies which each property is a sale of the sale or transfer of the sale or transfer of the persons to nave Pacific any obligations owing under this arresement from any monies which each property is a sale of the person of the persons to nave pacific any obligations owing under the arresement from any monies which each property is a sale of the person of the persons to nave pacific any obligations owing under the arresement from any monies which each property is a sale of the person of the persons to nave property of the persons to nave property of the persons to nave property of the person of the persons to nave property of the persons to nave person so named and authorize and direct such persons to pay Pacific any obligations owing under this agreement from any monies which such persons owe to Homeowners

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PACIFIC POWER & LIGHT COMPANY

6. SECURITY INTEREST



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(1) the date on which any legal or equitable interest in any part of the property is transferred;

(2) the date on which any legal or equitable interest in any part of the property which does not exist as of the date of this agreement is created, including without limitation any deed, lien, mortgage, judgment or land sale contract;

(3) the date on which any action or suit is filed to foreclose or recover on the property or any part thereof for any mortgage, lien, judgment or other encumbrance on the property or any part thereof which existed prior to the recording date of this agreement.

7. PERFECTION OF SECURITY INTEREST 27.5/0(2) 23. 3. 3 M. S. Leonal

Pacific may record this agreement in the county real property records, and Homeowners shall execute any other documents deemed necessary by Pacific to perfect this security interest. einintanail as

8. Each Homeowner who signs this agreement shall be individually and jointly responsible for performing the obligations of Homeowners in this agreement. This agreement shall be binding upon the successors and assigns of the parties. Homeowners shall not assign this agreement without the written consent of Pacific. written consent of Pacific.

9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the parties. 135

10. HOMEOWNERS' RIGHT TO CANCEL (OREGON STATUTE)

If this agreement was solicited at a place other than the offices of Pacific, and you do not want the goods or services, you may cancel this agreement was sonched at a prace other than the onices of rachic, and you do not want the goods or services, you may cancel this agreement without any penalty, cancellation fee or other financial obligation by mailing a notice to Pacific. The notice must say that you do not want the goods or services and must be mailed before 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed to: Pacific Power & Light Company.

However: You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency and (1) Pacific in good faith makes a substantial beginning of performance of the contract before you give notice of cancellation, and in

(2) In the case of goods, the goods cannot be returned to Pacific in substantially as good condition as when received by Homeowners.

HOMEOWNER'S RIGHT TO CANCEL. (FEDERAL STATUTE). You, the Homeowner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right, interest and manifester is at the second

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and acknowledge the foregoing instrument to be <u>Fisher</u>	voluntary act and deed
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WHEN RECORD PACIFIC POWER & LIGHT COMPANY / ATTENTION, PROPERT STATE OF OREGON; COUNTY OF KLAMATH; s	D RETURN TO:
hereby certify that the within instrument was see	
<u>September</u> A.D., 19 <u>79</u> at <u>1:34</u> o'clock. f <u>Mortgages</u> on Page <u>22042</u>	PM., and duly recorded in Vol w70
FEE	WM. D MILNE, County Clerk
\sim	By Dernethar Afeloch Deputy