PACIFIC POWER Form 4107 1/79 OREGON

PACIFIC POWER & LIGHT COMPANY

WEATHERIZATION PROGRAM

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

This agreement is made this 6 m and Down of B. Homeowners represent that they a	re the owners or co	Abe 76 ntract vendees of the pr	TEAN	M. CANA	ompany ("Pacific" _ ("Homeowners")
and LWAND S. AL. I. Homeowners represent that they a 52/6 STARIT which is more particularly described as:	(address)	Klimath	talls, Klany	Hh Olcan	7 9760/
GATEWOOD 1	ddition		ffee of the Problem. Standard Survey. To	U_{-}	
LOT 20 Block	化二氢二甲基乙基甲基二甲基甲基二甲基甲基二甲基甲基二甲基	Flore in the large	- Martin Grandagia		

hereinafter referred to as "the property."

하면 수 있습니다. 보험 - 1	하게 하면 가구를 열려면 경우 아무리에 가는 물이 모든 그 옷을 잃었다면 하는 것이 되었다. 그리고 있는 것이 되었다면 하는 것이 없는 것이다.
2. Lacific shall cause insulation and weathering tion	그녀에 하는 경에 가꾸는 맛있는데 가는 사람이 되는 것이 되는 것이 그 사람이 이번 가는 살랑이 하는 것이다.
suant to current Company Specifications.	cked below (subject to notations) to be installed in Homeowner's home pur-
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U Divini w indows: Install	못 뭐 살아 바다 있다. 하다 하는 그 사람들은 하는 사람이 그 사람이 없는 사람이 없는 사람이 되었다.
Storm Doors: Install J doors.	ximately less state sq. ft.
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	병통 불통하면 경향 농영을 교육하고로 교사는 동일이 그 그리고 하는 이 이 이 이 이 때 가입니다. 이 경
Centing Institution: Install insulation from an estimated exist	m.p. 19/24: 11: 12: 12: 12: 12: 12: 12: 12: 12: 12
Floor Insulation: Install insulation from an actimated	ing R-19/29 to an estimated R-38, approximately 1873 q. ft.
Duct Insulation: Install duct insulation to an estimated existing	g N- Co to an estimated R- 19 non-minuted 19 38
The institution: Install duct insulation to an estimated R	Zana in the second of the seco
Moisture Barrier: Install moisture barrier in grawl space	그는 그리는 하셨다면서 생각하면 하시면 하시면 하는 사람들이 되었다. 그는 사람들은 사람들은 그는 사람들이 나왔다. 나는 것은 사람들이 다른 것이다.
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Other: WRAP exposed WATER	
	사람들은 근표를 하면 할 때까지를 통하는 때 들었다. 그는 그들은 그 그들은 하나라고 그는 그리고 있었다.
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ation described above, for which Homeowners will ultimately be responsible under this agreement, is \$ 1835.95

3. LIMITED WARRANTY PROVISION

Pacific shall contract with an independent insulation and weatherization contractor and will pay for work done as described above. Pacific warrants that the insulation and weatherization materials will be installed in a workmanlike manner consistent with prevailing industry

standards. If installation is not installed in a workmanlike manner, Pacific, at no expense to the Homeowners, will cause any deficiencies to be

If upon completion of installation, Homeowners believe the work is deficient. Homeowners must contact the Manager, Weatherization Services Department, Pacific Power & Light Company, Public Building, 920 S.W. Sixth Avenue, Portland, Oregon 97204, (503) 243-1122, or the District Manager at their local Pacific Power & Light Company district office.

District Manager at their local Pacific Power & Light Company district office.

EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIBED IN THIS AGREEMENT, PACIFIC MAKES NO OTHER WARRANTIES, ALL EXPRESS AND IMPLIED WARRANTIES, ARE EXTENDED ONLY TO AND LIMITED TO THE HOMEOWNERS, WILL:START-UPON COMPLETION OF THE INSTALLATION, OF THE INSULATION, AND WILL TERMINATE OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESS BY DESCRIBED HEREIN AND IN NO EVENT SHALL PACIFIC BE DESCRIBED HEREIN AND IN NO EVENT SHALL PACIFIC BE DESCRIBED HEREIN AND IN NO EVENT SHALL PACIFIC BE DESCRIBED ANY INCIDENTAL OR CONTRACT OF THE PACIFIC BE DESCRIBED HEREIN AND IN NO EVENT SHALL PACIFIC BE DESCRIBED ANY INCIDENTAL OR CONTRACT OF THE PACIFIC BE DESCRIBED HEREIN AND IN NO EVENT SHALL PACIFIC BE DESCRIBED ANY INCIDENTAL OR CONTRACT. PRESSLY DESCRIBED HEREIN, AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CON-SEQUENTIAL DAMAGES TO HOMEOWNERS OR ANYONE ELSE.

NOTE: Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

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

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Pacific conducts Home Energy Analyses at the request of its customers to determine the cost-effectiveness of insulation and weatherization based upon average consumption patterns and typical local weather conditions. However, because of the variability and uniqueness of individual energy upon average consumption patterns and typical local values of 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.

4. HOMEOWNERS' OBLIGATION TO REPAY

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 Icorporations, 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,

5. HOMEOWNERS OBLIGATION TO NOTHY

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 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 so named and authorize and direct such persons to pay Pacific any obligations owing under this agreement from any monies which such persons

6. SECURITY INTEREST

To secure the Homeowners' obligations herein, Homeowners hereby mortgage to Pacific the property, together with all present and future appurtenances, improvements, and fixtures thereto. This paragraph shall not take effect until that date which is one day prior to the earliest to occur

(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

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.

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

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 without any penalty, cancellation fee or other financial obligation by mailing a notice to Pacific. The notice must say that you do not want agreement without any penaity, cancenation fee of other infancial obligation by maning a notice of actual relationships and must be mailed before 12:00 midnight of the third business day after you sign this agreement. The notice must be mailed to: 728 Klamath Pacific Power & Light Company, DO BOK

However: You may not cancel if you have requested Pacific to provide goods or services without delay because of an emergency and

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

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