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# PACIFIC POWER & LIGHT COMPANY M81 Page

INSULATION COST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY) Addriver of the area on the to with out by so કારામાં કે તમાં ભારત કે પ્રાથમ કરવાના છે. તમાં મુખ્ય કરિયા માને કે મામ કરવાના છે.

निकार के जिल्ला के विकास के अधिक के अधि

rd S. I. Homeowners represent that they are the owners or contract year 1340 W11 Ford, Klamath Fa	ees of the proper	ly at:	<u> </u>	'Homeowners'').
laddress		the state of the s	Oregon	97601
which is more particularly described as:	(cou	nty)Klamath	(state)	(zip code)
Fairview #1	લાક તુંત્રણ કાલા શકાલા છે. જો દાવા કેલ્લા કરો હાલા છે.	o nghé manang ambanh magazita	ki kiristan ang basa Kini mangan	Harris de la Companya del Companya del Companya de la Companya de
South 17 Ely 50' Lot 2 B	Jools 1		が 2000年に かかっ (会)。 一年 1777年 - 『諸野』集集 1	jih filozofik se kalije. Ngjarja sa sasjasi se
South 40' Ely 50' Lot 3 B1	TOCK I			
KLAMATH COUNTY!	Oregon	La same tan si .	n in Mariagrafian (i reneral a co.) Line in terretaria	,विश्वविद्यार हो। अभीतव्यक्
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The figures can not sent constructed being an inspection of the construction of the co	• •			** ***
				official of the second
2. Pacific shall cause insulation and weatherization materials checkers suant to current Company Specifications.	d below (subject	to notations) to be	installed in Homeown	er's home our-
☐ Storm Windows: Install ☐ window(s) totalling approxim  Storm Doors: Install ☐ 2 doors.	Emails, Os	V. 200		
数 Storm Doors: Install Zdoors.  Weatherstrip: 3	atery <u>a serior se</u> s connection de la	q.it.	Market for participal	a Argi
				far an Millead III. San Shink
D Ceiling Insulation: Install insulation from an actimated	n 19/25	I'm be a car on the	arrara	See private
M. Floor Insulation: Install insulation from an estimated existing R   Duct Insulation: Install duct insulation to an estimated R	. 0 to en e	estimated R- 30	approximately <u>56</u>	3 sq. ft.
☐ Duct Insulation: Install duct insulation to an estimated existing R  ☑ Moisture Barrier: Install moisture barrier in crawl space.	- Generalia	ed i tel nordi e e	approximately 353	sq. ft.
X) Other: Wran to see and the series of the			After a see that a subject of	AR ESTABLES DE
[VK]Other::Wrap:exposed water pipes:	GAUT TAN	THOUSENCE	Silba eta eta eta	81/45/2 A
The cost of the installation described above, for which Homeowners will				70.00
3. LIMITED WARRANTY PROVISION	unmatery be res	sponsible under this	agreement, is \$LU_	72.00
Pacific shall contract with an independent in the	n oontrootaa aa J			
Pacific warrants that the insulation and weatherization materials will be tandards. If installation is not installed in a workmanlike manner Pacific	e installed in a v	i Will pay for work do	ne as described above.	111 t t.
tandards. If installation is not installed in a workmanlike manner, Paci corrected.	lic, at no expens	se to the Homeowne	rs, will cause any defi	uing industry viencies to be
If upon completion of installation, Homeowners believe the work				
mountain, Homeowners believe the work	is deficient. Ho	meowners must con	stant the Manager W	Zanahanin at

ervices Department, Pacific Power & Light Company, Public Building, 920 S.W. Sixth Avenue, Portland, Oregon 97204, (503) 243-1122, or the

Services Department, Pacific Power & Light Company, Public Building, 920 S.W. Sixth Avenue, Portland, Oregon 97204, 15051 243-1122, or the 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 90 DAYS FROM THAT DATE. HOMEOWNERS' REMEDIES FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EXPRESSLY DESCRIBED HEREIN AND IN NO EVENT SHALL PACIFIC BE RESPONSIBLE FOR ANY INCIDENTAL OR CON-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 you.

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 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.

Mildted C. Salth

#### 4. HOMEOWNERS' OBLIGATION TO REPAY

ted. ार्थिक असे बहुत है। 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. Willed Allegar

#### 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 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

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### 6 SECURITY INTEREST

To secure the Homeowners obligations herein; Homeowners hereby mortgage to Pacific the property, together with all present and future of the following dates: of the following dates:

(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 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
- ouch 17% Fly 500 Let 2 Block I 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 If this agreement was somened at a place other man the offices of racine, and you do not want the goods or services, you may cancer 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

P.O. Box 728 Klamath Falls. OR 97601

Pacific Power & Light Company, P.O. Box 728	Klamath Falls, OR 97601	ailed to:
(1) Pacific in good faith makes a substantial beginning of per (2) In the case of goods, the goods connect he	to provide goods or services without delay because of an emergency and	
DUMEUWNER'S RICHT TO CANODA	as good condition as when received by Homeowners	
transaction at any time prior to midnight of a	Tou, the Homeowner, may cancel	lthis
attached houce of cancellation form for an explan	ation of this right	e the
11. HOMEOWNERS ACKNOWLEDGE THAT I	THEY HAVE RECEIVED A COPY OF THIS AGREEME	
PACIFIC POWER & LIGHT COMPANY	HOMEOWNERS	ent.
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