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251 9 PACIFIC POWER & LIGHT COMPANY

WEATHERIZATION PROGRAM

Page 13387

INSULATION (:OST REPAYMENT AGREEMENT AND MORTGAGE (LIMITED WARRANTY)

This agreement is made this Roy Keith Harris 1. Homeowners represent that they a	re the owners or contract yendees o	f the property at:		_ ("Homeowners'
7019 Sierra Pl. Kl	amath Falls	Klamath	Oregon	97601
which is more particularly described as:	(addre a)	(county)	(state)	18ip end
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hereinafter referred to as "the property."

- 2. Pacific shall cause insulation and weatherization materials checked below (subject to notations) to be installed in Homcowner's home pursuant to current Company Specifications.
 - ☐ Storm Windows: Install _ window(s) totalling approximately ___
 - Storm Doors: Install _____ doors.

 - X Ceiling Insulation: Install insulation from an estimated existing R- 19 to an estimated R- 38 approximately Floor Insulation: Install insulation from an estimated existing R- _ 2_ to an estimated R- _ 21_, approximately _ 2019sq. ft.
 - Duct Insulation: Install duct insulation to an estimated R _____.
 - Moisture Barrier: Install moisture barrier in crawl space.
 - X Cther: Wrap water pipes.

Clock Thermostat \$122.00

1086.82 469

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

Services Department, Pacific Power & Light Company, Public Building, 920 S.W. Sixth Avenue, Portland, Oregon 94204, 15031243-1122, of 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 COMPLITION 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 CONSEQUENCES OF ANYONE FLSE.

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 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 instilation and weatherization materials provided for in this agreement will result in savings of money or electrical consumption.

4. HOMEOWNERS' OBLIGATION TO REPAY # 00844

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.

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 properly, 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 owe to Homeowners.

9. This document contains the entire retrement between the parties and shall not be modified except by a written instrument signed by 10. HOMEOWNERS RIGHT TO CAME LOREGON STATISTED If this agreement semilorized at a place other than the offices of Pacific, and you do not want the goods or services, you may cancel agreement without camp pass emploited at a place other than the offices of Pacific, and you do not want the goods or services, you may cancel the goods or services and must be middled by the state of the pacific from significant the state of the pacific from significant significant pacific from significant pacific from significant pacific from significant significant pacific from significant pacific from significant pacific from significant pacific from significant significant pacific from significant significant pacific from significant pacific from significant significant pacific from significant significant pacific from significant signi	"你们,我要把我们要你的好好,我们的不可能要要要的我的时候,我就是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	
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	27th day of July A.D., 1981 at	CORDED RETURN TO: OPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND. OR 97204 s. rument was received and filed for record on the
By Desanthan Helich deputy	27th day of July A.D., 1981 at Vol. M81 of Mortgages on page 1338	CORDED RETURN TO: OPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND. OR 97204 s. rument was received and filed for record on the 2:50 o'clock P M., and duly recorded in EVELYN BIEHN
deputy	27th day of <u>July</u> A.D., 1981 at ol M81 of <u>Mortgages</u> on page 1338	CORDED RETURN TO: OPERTY SECTION / 920 S.W. SIXTH AVENUE / PORTLAND. OR 97204 s. rument was received and filed for record on the 2:50 o'clock P M., and duly recorded in EVELYN BIEHN
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