PACIFIC POWER & LIGHT COMPANY 2369 WEATHERIZATION PROGRAM INSULATION COST REPAYMENT & GRIEMENT AND MORTGAGE PACIFIC POV/ER Form 4107 1/79 OREGON utes. . 19 81 between Pacific Power & Light Company ("Pacific") 9762 S. 1994 H This agreement is made this ______ day of ______ <u>Oregon 97601</u> and Michael K. Shaffer and Maureen E. Shaffer Homeowners represent that they are the owners or contract vendees of the property at: (zip code) Klamath istate) 1. Gomeowners represent that they are the owners to contact remeasurements of the second seco Lot 43, SKYLINE VIEW, in the County of Klamath, State of Oregon. which is more particularly described as: ereinatter reterred to as "the property. 2: Profific shall cause: insulation and weatherization materials checked below (subject to notations) to be installed in Homeowner's home pur-auant to current Company Specifications. hereinalter referred to as "the property." sualit to current Company Specifications. 8) Storm Windows: Install 7 Duct Insulation: Install duct insulation to an estimated R Would install to SOIILE VENES. Insulate exposed water pipes. The cost of the installation described above, for which Homeownir is will ultimately be responsible under this agreement, is \$ 1,949,00 fd 3. LIMITED WARRANTX PROVISION Pacific shall contract with an independent insulation and weatherization contractor and will pay for work done as described above. 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 tandards. If installation is not installed in a workmanlike manner. Pacific, at no expense to the Homeowners, will cause any deficiencies to be 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 corrected. eorrected. 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 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 DESCRIPT SALLATION OF THE INSULATION, AND WILL TERMINATE WARRANTIES. ALL EXPRESS AND IMPLIED WARRANTIES ARE EXTENDED ONLY TO AND LIMITED TO EXPRESS WARRANTIES. WILL START UPON COMPLETION 07 THE INSTALLATION OF THE INSULATION, AND WILL TERMEDED SEX-HOMEOWNEERS, WILL START UPON COMPLETION 07 THE INSTALLATION OF THE INSULATION, AND WILL ON COMPLETION 07 THE INSTALLATION OF THE SALL PACE AND INDIFED TO THOSE REMEDIES EX-BOR MARANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED TO THOSE REMEDIES EX-OR IMPLIED WARRANTIES, NEGLIGENCE, STRICT LIABILITY OR CONTRACT ARE LIMITED 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 FLSE. SEQUENTIAL DAMAGES TO HOMEOWNERS OR 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 even ERESSLI DESCRIBED REREIN, AND IN NO EVENT SHALL F SEQUENTIAL DAMAGES TO HOMEOWNERS OR ANYONE ELSE. This warranty gives you specific legal rights, and you ms y 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 uniquenees of individual energy use, it is not possible to precisely predict the savings that will energy to any particular individual. Therefore, Pacific, by providing information in good 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 recrue 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. £ faith concerning the anticipated benefits of insulation and watherization, or by entering into this agreement, does not warrant that the insulation and weatherization materials provided for in this agreement will result in savings of money or electrical consumption. you. y 4. HUMEOWNERS UBLICATION TOREFAT U. U.F. CUT 62 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 insulation and weatherization within seven years of the corporations, trusts, etc.) shall pay to Pacific, without interest, the actual contract cost of the insulation 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. teorporations, trusts, etc.) shall pay to Pacific, without interest, the actual contract cost of the insutation and we 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 considera-tion, and not later than one week before the expected sale or transfer. The rotice must include the name of the Homeowners, the address of the property, the name of the person to whom the proferty is being sold or transferred, and the name of any person or company who is acting as closing; agent for the sale or transfer or is otherwise participating in the transaction. Homeowners authorized Pacific to contact any onlies which such persons to marked and authorize and direct such persons to jusy Pacific any obligations owing under this agreement from any monies which such person so marked and authorize and direct such persons to jusy Pacific any obligations owing under this agreement from any monies which such person closing; agent for the sale or transfer or is otherwise participating in the transaction. 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attached notice of cancellation form for an explanation of this right. STATUTE). You, the Homeowner, may cancel this attached notice of cancellation form for an explanation of this right.	HOMEOWNER'S RIGHT TO CANCEL (EVEN by the second sec	
1. HOMEOWNERS ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT. PACIFIC POWER ALIGHT COMPANY h	attached notice of cancellosi, to midnight of the third has a STATUTE). You, the Homeowners,	
ACTIFIC FOR EACHING WEEDER THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT. PACIFIC FOWER & LIGHT COMPANY B STATE OF OREGON Tourns of Klamach State of ORECON: COUNTY OF KLAMATH: ss. MENNINGEN EXPIREM MICHAEL ALGON COUNTY OF KLAMATH: ss. MICHAEL ALGON COUNTY OF KLAMATH: ss. Cardy of March A.D., 1982 at 9405 of clock A.M., and duly recorded in March March A.D., 1982 at 9405 of clock A.M., and duly recorded in March March A.D., 1982 at 9405 of clock A.M., and duly recorded in March March A.D., 1982 at 9405 of clock A.M., and duly recorded in March March A.D., 1982 at 9405 of clock A.M., and duly recorded in March March A.D., 1982 at 9405 of clock A.M., and duly recorded in March March A.D., 1982 at 9405 of clock A.M., and duly recorded in	11. HOMEOWNEEG ACKNOWNEEG	
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Before me: Notary Public for Oregon My Commission Expires: <u>34485</u> <u>June 4</u> . <u>1981</u> Personally appeared the above named <u>Mauraeen II.</u> <u>Shaffer</u> and acknowledged the foregoing instrument to be <u>her</u> voluntary act and deed. Before fire: Nodary Public hat the company / ATTENTION. <u>Shoffer</u> My commission Expires: <u>3485</u> <u>Nodary Public hat the company</u> / <u>ATTENTION</u> . PACIFIC POWER 4 LIGHT COMPANY / ATTENTION. <u>PHOPERTY SECTION</u> / <u>520 S.W. SIXTH AVENUE / PORTLAND. OR 97204</u> State of ORECON: COUNIY OF KLAMATH: <u>ss</u> . <u>Action of March</u> <u>A.D.</u> , <u>1982 at</u> <u>9105</u> o'clock <u>A.M.</u> , and duly recorded in <u>EVELYN BIENN</u>	voluntary act and deed.	
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