

2.13 WOOD STOVE ADDENDUM

1 **1. Property Address or Description:** _____

2 **2. Names of Parties to this Agreement:**

3 **Buyer** _____ **Seller** _____

4 **Buyer** _____ **Seller** _____

5 **Buyer** _____ **Seller** _____

6 **Buyer** _____ **Seller** _____

7 **3. Definitions.**

8 **“Solid Fuel Burning Device”.** A device that burns coal, wood, or other non-gas or nonliquid fuels for aesthetic, heating, or water heating
9 purposes in a private Residential Structure or commercial establishment. “Solid Fuel Burning Device” does *not* include cookstoves,
10 antique stoves, saunas, masonry heaters or fireplaces, pellet stoves, or central wood-fired furnaces, all as defined under ORS 468A.485.

11 **“Inefficient Devices”.** A Solid Fuel Burning Device that (i) has not been certified for sale as new by the Environmental Protection Agency
12 (“EPA”) under 40 C.F.R. part 60, subpart AAA; (ii) has not been certified by the Oregon Department of Environmental Quality (“DEQ”)
13 under ORS 468A.465; or (iii) has an EPA certification label from before 1988. Devices that were both certified and installed before May
14 15, 2020 will not be considered Inefficient Devices.

15 **“Residential Structure”.** As defined in ORS 701.005(15), Residential Structure means any of the following: (i) site-built home, (ii) 1+
16 dwelling units and 4 or fewer stories above grade, (iii) a condo or separate property interest dwelling unit that is part of a larger
17 structure, (iv) a modular home, (v) manufactured dwelling, (vi) floating home, or (vii) appurtenance to the home, structure, unit, or
18 dwelling. This does not include structures with residential and nonresidential units, transient lodging, residence halls, residential
19 schools, state or local correction facilities, youth correction facilities, youth care centers, detention facilities, nursing homes, hospitals,
20 or places primarily for recreation activities.

21 **4. Standard for Solid Fuel Burning Devices.** Designs for Solid Fuel Burning Devices will be certified by the EPA if they meet emission
22 standards and each individual Solid Fuel Burning Device should have a visible, attached certification label. If a certification label on a
23 Solid Fuel Burning Device cannot be located or is not present, Seller can consult the manufacturer or search on www.epa.gov/burnwise
24 to determine if the device’s design is certified. ***If the device is not certified, it is an Inefficient Device.*** ORS 468A.505 requires removal
25 and destruction of any Inefficient Devices before closing a sale on real property with Residential Structures. Inefficient Devices must
26 be removed from any location on the property, even if such devices are not within the Residential Structure, such as stoves in garages
27 or detached workshops. An Inefficient Device will be considered destroyed when it cannot be restored or reused as a heating device.
28 Failure to remove and destroy an Inefficient Device does not invalidate the sale, but failure to comply can result in at least \$750 in
29 fines and may result in delays by Buyer’s Lenders and difficulties with Buyer’s home insurance.

30 **5. Solid Fuel Burning Device on Property.** The Property has one or more Solid Fuel Burning Devices. Yes No

31 **6. Inefficient Devices on Property.** One or more Solid Fuel Burning Devices on the Property are Inefficient Devices. Yes No

32 **A. Removal of Inefficient Devices.** If “Yes”, please attach statement identifying which of the devices are Inefficient Devices.
33 Removal and destruction of Inefficient Devices is the responsibility of Seller unless Seller and Buyer agree that removal and
34 destruction is Buyer’s responsibility.

35 *By signing this Addendum, Seller and Buyer agree to the below assignment of removal and destruction duties.*

36 **Seller Removes Inefficient Devices.** Seller must remove and destroy Inefficient Devices by the Closing Date.

37 **Buyer Removes Inefficient Devices.** Buyer must remove and destroy Inefficient Devices within **30 Calendar Days** after the
38 Closing Date. Buyer shall notify Buyer’s Lender immediately and shall work with Lender to ensure that Buyer’s election to
39 remove Inefficient Devices under this Addendum does not delay or restrict Buyer’s ability to secure financing or close the
40 Sale Agreement.

41 **B. Repair.** Seller will repair damage caused by removal of Inefficient Device before Closing: Yes No

42 **C. Confirmation.** Seller/Buyer must provide written confirmation of the removal and destruction to DEQ by calling (503) 229-5868
43 or at <https://www.deq.state.or.us/heatsmart/SubmitHome1>. DEQ will require a disposal receipt as proof of the destruction if the
44 Inefficient Device was taken to a scrap dealer or recycler for disposal.

45 **7. By signing below, the Parties agree to the terms of this addendum and make it part of the above referenced Sale Agreement:**

46 Buyer: _____ Dated: _____ Seller: _____ Dated: _____

47 Buyer: _____ Dated: _____ Seller: _____ Dated: _____

48 Buyer: _____ Dated: _____ Seller: _____ Dated: _____

49 Buyer: _____ Dated: _____ Seller: _____ Dated: _____