

WOOD STOVE AND WOOD BURNING FIREPLACE INSERT ADDENDUM

Buyer(s) _____
Seller(s) _____
Property Address or Tax ID # _____ (the "Property")

1. SELLER REPRESENTATION AND AGREEMENT. Seller represents that the wood stove or wood burning fireplace insert on the Property (*select one*) is is not certified by the Oregon Department of Environmental Quality ("DEQ") or U.S. Environmental Protection Agency ("EPA"). If one or more Uncertified Devices, defined below, is/are on the Property, then unless Buyer has initialed to accept responsibility in Section 6, Seller will remove and destroy all Uncertified Devices and will deliver to DEQ a Certificate of Destruction for each Uncertified Device before Closing.

2. REMOVE AND DESTROY BEFORE CLOSING: Oregon law requires the removal and destruction of uncertified solid fuel burning devices, such as wood stoves or wood burning fireplace inserts (collectively "Uncertified Devices") before the Closing of a sale of a "residential structure." A "residential structure" includes: (a) any structure containing one or more dwelling units and is four stories or less above grade; (b) a condominium, rental residential unit, or other residential dwelling unit that is part of a larger structure, if the property interest in the unit is separate from the property interest in the larger structure; (c) a modular home constructed off-site; (d) a manufactured dwelling; (e) a floating home; and (f) an appurtenance to one of the above. "Residential structure" does not include a structure that contains both residential and nonresidential units.

3. CERTIFICATION LABEL: A certified device is one bearing a certification label located on the back and issued by the DEQ or EPA, which means it has met certain particulate emission standards. If the device does not bear such a label, it is an "Uncertified Device" and must be removed from the Property and destroyed. Sellers who cannot access the back of their device may call the manufacturer or check the EPA's certified woodstove list at www.epa.gov/burnwise.

4. EXEMPTIONS: The primary exemptions from this law are pellet stoves, central wood-fired furnaces, antique (pre-1940) stoves, cookstoves, masonry or factory-built fireplaces, masonry heaters, and saunas.

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5. REMOVAL, DESTRUCTION, AND DEQ NOTIFICATION: An Uncertified Device must be entirely removed from the Property, including garages, outbuildings, and shops. Wood stove retailers, chimney sweeps, or others may perform the removal and destruction. Sellers or Buyers removing an Uncertified Device themselves may take it directly to a metal scrap recycler or DEQ-approved landfill. Sellers or Buyers must obtain a receipt from the contractor or business verifying that the Uncertified Device has been destroyed and then notify DEQ either at their website

<https://deqapps.oregon.gov/common/heatsmart/SubmitHome1> or by going to a DEQ office or calling DEQ at (503) 229-5868 (there is no paper form). Failure to remove or destroy an Uncertified Device at the time of Closing does not invalidate the sale; however, that failure may constitute a Class A misdemeanor and result in a civil fine.

6. RESPONSIBILITY: Seller is responsible for removal and destruction of an Uncertified Device located on the Property before Closing unless Buyer accepts written responsibility for removal and destruction. If Buyer initials below, that responsibility will shift from the Seller to Buyer.

Buyer(s) Initials _____ / _____ By initialing here, Buyer expressly accepts responsibility and acknowledges the Uncertified Device must be both removed and destroyed by Buyer within thirty (30) Calendar Days following the Closing Date. Before initialing, Buyer will ask Buyer's lender whether Buyer can accept this responsibility.

For more information: (a) contact DEQ – Heat Smart Program, 811 SW Sixth Ave, Portland, OR 97204; (b) review [ORS 468A.460 - 468A.515](#) and [ORS 468A.990](#); (c) review [OAR 340-262](#); or (d) go to www.oregon.gov/deq or www.deq.state.or.us.

Buyer _____ Date _____ a.m. p.m. ←
Print Name _____

Buyer _____ Date _____ a.m. p.m. ←
Print Name _____

Seller _____ Date _____ a.m. p.m. ←

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Print Name _____

Seller _____ Date _____ a.m. p.m. ←
Print Name _____

Buyer's Agent(s) _____ Seller's Agent(s) _____