

# Anemometer Loan Program

for

Small Scale Wind Energy Development in the

State of Oregon Service Territories of PacifiCorp and Portland General Electric

## Property Loan Agreement

Oregon State University's Energy Resources Research Laboratory (ERRL) as Lender and Energy Trust of Oregon, Inc. ("Energy Trust") as Funder, hereby loans <Name> as Borrower, the following described property:

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1. NRG-NOW System 20 meter Wind Explorer Tall Tower Kit Serial No. \_\_\_\_\_
1. NRG-NOW System 20 meter Wind Explorer Logger Kit Serial No. \_\_\_\_\_  
(logger)
1. NRG-NOW System 20 meter Wind Explorer Sensor Kit Serial No.(s) \_\_\_\_\_ (ws),  
\_\_\_\_\_ (wd)

to enter into this special use loan agreement ("Property Loan Agreement") for a term of thirteen (13) months beginning \_\_\_\_\_ and ending \_\_\_\_\_, subject to the following terms and conditions. Lender, Funder and the Borrower enter into this Property Loan Agreement for the purpose that the Borrower uses the property only for the purposes specified in this Property Loan Agreement.

1. The purpose of the loan and location where property will be used is for wind monitoring in the State of Oregon. The subject property shall be used to collect wind speed and direction data to be used in the public domain. This property consists of the above-described property.
2. In consideration for all of the above-described loaned property, the Borrower, shall obtain all necessary permits and permissions for the installation of the property and shall properly maintain the anemometer and anemometer tower, replace the data plugs monthly, and replace batteries bimonthly.

3. The Borrower shall return the loan items in the like condition as received from Lender, normal wear and tear excepted, and free of contamination, on or before the expiration date, unless the loan period is formally extended or the loan is terminated before the due date.
4. If for any reason, the tower must be lowered, the Borrower must contact Lender and schedule a date for the lowering. This property has a good reputation for reliability; we expect that you will not need to lower the anemometer tower prior to the end of the data collection.
5. The property will be installed by Borrower with assistance by the Lender at a time agreed upon by the Lender and Borrower. Upon completion of a year's worth of data, the Borrower will schedule a time for the Lender to assist with dismantling the tower and returning property.
6. All of the above-described loaned property shall in good faith be reasonably protected and accounted for during the entire loan period. At all times reasonable, security shall be provided against, but not limited to vandalism, theft, loss, and natural occurrences. In case of loss or damage of the property loaned, the Borrower shall reimburse the Lender at the current price of replacement or repair.
7. The Borrower shall agree to indemnify and hold harmless the Lender and the Funder, against any and all liability, loss, damages, claims and costs incidental hereto as a result of Borrower's use or possession of the loaned property to the extent allowed by the laws of the State of Oregon.
8. The Borrower grants permission to Lender and Funder to show the property as a demonstration to interested parties.
9. The Borrower shall account for, or permit inspection of, the loaned property by the Lender and Funder after proper notification.
10. The Borrower shall not withdraw from this loan during the thirteen (13) month agreement unless . special considerations, within the sole discretion of Lender, warrant that the property be withdrawn earlier on a per case basis.

11. If Landowner consequently develops their land (within three miles of the anemometer loan project site) for a commercial scale wind project ("Project") of 1 MW or greater for sale to utilities or other customers within 10 years of the date the anemometer was returned, landowner agrees to provide Funder a sum of \$7500.00 over the first 2 years of the project to cover installation, equipment, decommissioning data analysis and reporting costs. Energy Trust agrees to invest all such revenues for the promotion and or development of renewable resources.
  
12. This loan agreement may be terminated by Lender upon breach of any conditions hereof. If the Lender determines that the Borrower has breached any conditions of this loan, Lender shall notify the Borrower in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party shall have thirty (30) days from such notice, or such longer period as may be required under the circumstances as approved by Lender to correct such a breach. If breaching party fails to correct such breach within such period, Lender may terminate this loan agreement upon thirty (30) days notice; provided, however, such termination shall not release the breaching party from liability for damage prior to such termination and return of the property.
  
13. This loan agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Oregon presently in effect and to such laws, rules, and regulations as may be hereafter promulgated by the State of Oregon.
  
14. All of the above-described property shall not be modified, loaned or transferred to a third party without the written permission of the Lender.
  
15. IN WITNESS WHEREOF, Oregon State University has caused these presents to be executed the \_\_\_\_\_ day of \_\_\_\_\_ 200\_ by the \_\_\_\_\_.

<Name>

Borrower

Oregon State University

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Energy Trust of Oregon, Inc.

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