

## PRIVATE WELL AND/OR SEPTIC CONTINGENCY ADDENDUM

This Addendum is made on \_\_\_\_\_, to a sales contract ("Contract") offered on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of the Property: \_\_\_\_\_

### 1. WELL

**A. Water Potability Test** If the Property is on a private well as indicated in the UTILITIES WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING paragraph of this Contract, then ☐ Seller at Seller's expense **OR** ☐ Buyer at Buyer's expense, shall Deliver to the other party, on or before Settlement, a report prepared by a Virginia certified laboratory dated not more than 90 Days prior to Settlement, ordered through the local health department or an insured private company, indicating that the well water is free from contamination by coliform bacteria. Any such contamination indicated shall be remediated by Seller at Seller's expense and the well water shall be re-tested at Seller's expense after remediation. Seller shall Deliver to Buyer on or before Settlement a report issued by a Virginia certified laboratory indicating that the well water is free from contamination by coliform bacteria dated not more than 90 Days prior to Settlement.

### B. Well and Well Water Inspection Contingency

1. Inspection Period. This Contract ☐ is **OR** ☐ is not contingent ("Well Inspection Contingency") until 9 p.m. \_\_\_\_ days after the Date of Ratification ("Well Inspection Deadline"). Buyer, at Buyer's discretion, expense and sole risk of damage to the well and/or Property, shall retain a professional and insured inspector to inspect the well and/or the well water ("Well Inspection").

If the results of such Well Inspection are unsatisfactory to Buyer, in Buyer's sole discretion, Buyer shall Deliver to Seller, prior to the Well Inspection Deadline:

- a) An entire copy of the report and a written addendum listing the specific existing deficiencies of the well and/or well water that Buyer would like Seller to remedy together with Buyer's proposed remedies ("Inspection Addendum") **OR**
- b) An entire copy of the report and Notice voiding Contract.

If Buyer fails to obtain a Well Inspection, fails to Deliver a copy of the report to Seller, or fails to Deliver Inspection Addendum or Notice voiding this Contract prior to Well Inspection Deadline, this Contingency will expire and this Contract will remain in full force and effect with no Well Inspection Contingency.

2. Negotiation Period. In the event of B.1) above, the parties shall have until 9 p.m. \_\_\_\_ days after Buyer's Delivery of Inspection Addendum ("Negotiation Period") to negotiate a mutually acceptable written addendum addressing the deficiencies.

At any time during Negotiation Period, Buyer or Seller may make, modify, rescind, or alter as many offers and counter-offers as desired to reach mutually acceptable terms. Buyer and Seller may agree on terms by signing a written addendum describing agreed upon deficiencies and remedies within Negotiation Period.

3. Buyer's Election. If, at the end of Negotiation Period, the parties are unable to reach an agreement, Buyer shall have the option to void this Contract by Delivering Notice to Seller by 9 p.m. \_\_\_\_\_ days following the end of Negotiation Period, otherwise the Well Inspection Contingency shall be removed and this Contract will remain in full force and effect.

## 2. SEPTIC

**A. Alternative System Maintenance Contract.** Seller ☐ does **OR** ☐ does not have a maintenance contract. If Seller does have a maintenance contract, Seller will provide a copy to Buyer within 15 Days after the Date of Ratification. Maintenance contract ☐ shall (subject to contractor approval) **OR** ☐ shall not convey to Buyer.

### **B. Septic Inspection Contingency.**

1. Inspection Period. This Contract ☐ is **OR** ☐ is not contingent ("Septic Inspection Contingency") until 9 p.m. \_\_\_\_ Days after the Date of Ratification ("Septic Inspection Deadline"). Buyer at Buyer's expense and sole risk of damage to the Property shall retain a Virginia licensed and insured septic system installer, operator, onsite soil evaluator or professional engineer to inspect the private conventional septic system ("Conventional System") or private alternative sewage disposal system ("Alternative System")("Septic Inspection").

Such Septic Inspection shall include a walk-over visual inspection and probing of the drain field area to check for saturation for a Conventional System, or a visual inspection of the alternative treatment unit(s) for an Alternative System. In addition, the following inspections will be conducted (check all that apply):

- ☐ Pumping and inspection of all treatment tanks (excluding pump and recirculation tanks).
- ☐ Excavation as necessary to visually inspect all distribution boxes (if present), test all pumps and controls and evaluate the function of pumping or pressure dosed dispersal systems.

If the certified inspection report ("Septic Inspection Report") indicates that there is any evidence of malfunction of the Conventional System or Alternative System, Buyer shall Deliver to Seller, prior to the Septic Inspection Deadline:

- a) An entire copy of Septic Inspection Report and a written addendum listing the specific existing deficiencies of the Septic System that Buyer would like Seller to remedy together with Buyer's proposed remedies ("Septic Inspection Addendum") **OR**
- b) An entire copy of the Septic Inspection Report and Notice voiding Contract.

If Buyer fails to obtain a Septic Inspection, fails to Deliver a copy of the Septic Inspection Report to Seller, or fails to Deliver Septic Inspection Addendum or Notice voiding this Contract prior to Septic Inspection Deadline, this Contingency will expire and this Contract will remain in full force and effect with no Septic Inspection Contingency.

2. Negotiation Period. In the event of A.1 a. above, the parties shall have until 9 p.m. \_\_\_\_Days after Buyer's Delivery of Septic Inspection Addendum ("Negotiation

Period”) to negotiate a mutually acceptable written addendum addressing the deficiencies.

At any time during Negotiation Period, Buyer or Seller may make, modify, rescind, or alter as many offers and counter-offers as desired to reach mutually acceptable terms. Buyer and Seller may agree on terms by signing a written addendum describing agreed upon deficiencies and remedies within Negotiation Period.

3. Buyer’s Election. If, at the end of Negotiation Period, the parties are unable to reach an agreement, Buyer shall have the option to void this Contract by Delivering Notice to Seller by 9 p.m. \_\_\_\_Days following the end of Negotiation Period, otherwise the Septic Inspection Contingency shall be removed and this Contract will remain in full force and effect.

In the event Buyer voids this Contract, Property will be restored to substantially the same physical condition as it was prior to the Septic Inspection.

**SELLER:**

_____ / _____	
Date	Signature
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Date	Signature
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Date	Signature
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Date	Signature

**BUYER:**

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Date	Signature
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