

PRIVATE WELL AND/OR SEPTIC SYSTEM ADDENDUM

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

1. WELL

A. Water Quality 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** ☐ Purchaser at Purchaser's expense, shall Deliver to the other party, on or before Settlement, an inspection report prepared by a Virginia certified laboratory dated not more than 180 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 shall be re-inspected at Seller's expense. Seller shall Deliver to Purchaser on or before Settlement a report issued by a Virginia certified laboratory indicating that the well water is free from contamination by coliform bacteria.

B. Well Inspection Contingency. This Contract ☐ is **OR** ☐ is not contingent ("Well Inspection Contingency") until 9 p.m. _____ Days after the Date of Ratification ("Well Inspection Deadline") upon inspection of the well by a professional, insured inspector(s) at Purchaser's discretion and expense. Well Inspection Contingency will terminate at the Well Inspection Deadline unless by Well Inspection Deadline Purchaser has Delivered to Seller a copy of the entire inspection report(s) and a written addendum of requested repair or replacement items or treatment(s). Seller may, at Seller's option, within _____ Days after Delivery of the Addendum, elect in writing to remedy the deficiencies prior to Settlement. If Seller does not elect to make the repairs, replacements, or treatment(s) or makes a counter-offer, or does not respond, Purchaser will have _____ Days to respond or remove this Contingency and take the well in its present physical condition or this Contract will become void. Any counter-offer of Purchaser, and any subsequent counter-offer by either party, shall be responded to by the other party within _____ Days of Delivery of such counter-offer. The failure of one party to respond to such counter-offer or to remove this Contingency within the required response period shall result in the Contract becoming void at the expiration of that response period.

2. SEPTIC

A. Septic Inspection If the Property is on private Septic or private Alternative Sewage Disposal System ("Alternative System") as indicated in the UTILITIES WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING paragraph of this Contract, then

- ☐ Seller at Seller's expense and sole risk of damage to the Property **OR**
☐ Purchaser at Purchaser's expense and sole risk of damage to the Property

shall furnish to the other party within _____ Days after the Date of Ratification (minimum of 15 days recommended) an inspection report ("Septic Inspection Report") dated not more than 180 Days prior to Settlement from the local health department or a licensed, insured septic system installer, contractor, or repair firm indicating whether there is any evidence of malfunction of the private Septic or private Alternative System. Inspection of the private Septic or private Alternative System shall include **only** (check all that apply):

- ☐ Walk-over visual inspection of the drain field with probing
- ☐ Pumping and inspection of all tanks
- ☐ Excavation and visual inspection of all distribution boxes or systems
- ☐ Visual inspection of the alternative treatment unit(s), if present

B. Alternative System Maintenance Contract. An Alternative System may require regular maintenance in order to prevent failure. Seller ☐ does **OR** ☐ does not have a maintenance contract. If Seller does have a maintenance contract, Seller will provide a copy to Purchaser within 15 Days after the Date of Ratification, and that maintenance contract ☐ shall **OR** ☐ shall not convey to Purchaser.

C. Septic Repairs. If the Septic Inspection Report indicates any evidence of malfunction, then Purchaser may, within _____ Days of Delivery of Septic Inspection Report to all parties, Deliver to Seller a written Addendum of requested repair or replacement items. Seller may, at Seller's option, within _____ Days after Delivery of the Addendum, elect in writing to remedy the deficiencies prior to Settlement. If Seller does not elect to make the repairs or replacements, or makes a counter-offer, or does not respond, Purchaser will have _____ Days to respond or take the septic system in its present present physical condition or this Contract will become void. Any counter-offer of Purchaser, and any subsequent counter-offer by either party, shall be responded to by the other party within _____ Days of Delivery of such counter-offer. The failure of one party to respond to such counter-offer within the required response period shall result in the Contract becoming void at the expiration of that response period, unless Purchaser Delivers written Notice to Seller accepting the septic system in its present physical condition.

SELLER:

PURCHASER:

_____/_____
Date Signature

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Date Signature

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Date Signature

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