

PRIVATE WELL AND/OR SEPTIC INSPECTION CONTINGENCY ADDENDUM

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

1. WELL

A. Water Potability Test If Property is on a private well as indicated in the UTILITIES paragraph of Contract, then Seller at Seller’s expense **OR** Buyer at Buyer’s expense, will Deliver to the other party, on or before Settlement, a report prepared by a Virginia certified or accredited 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 will be remediated by Seller at Seller’s expense and the well water will be re-tested at Seller’s expense after remediation. Seller will Deliver to Buyer on or before Settlement a report issued by a Virginia certified or accredited 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.** Contract is **OR** is **not** contingent (“Well Inspection Contingency”) until 9 p.m. ____ Days after Date of Ratification (“Well Inspection Deadline”). Buyer, at Buyer’s discretion, expense, and sole risk of damage to the well and/or Property, will 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 will Deliver to Seller, prior to 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 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 Contract will remain in full force and effect with no Well Inspection Contingency.

2. **Negotiation Period.** In the event of 1.B.1 above, the parties will 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 will have the option to Void Contract by Delivering Notice to Seller by 9 p.m. _____ Days following the end of Negotiation Period, otherwise Well Inspection Contingency will be removed and 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 Date of Ratification. Subject to contractor approval, the maintenance contract **will** OR **will not** convey to Buyer.

B. Septic Inspection Contingency.

1. **Inspection Period.** Contract **is** OR **is not** contingent ("Septic Inspection Contingency") until 9 p.m. _____ Days after Date of Ratification ("Septic Inspection Deadline"). **Buyer** at Buyer's expense and sole risk of damage to Property OR **Seller** at Seller's expense and sole risk of damage to Property will retain _____

_____, a Virginia licensed and insured septic system installer, operator, or onsite soil evaluator ("Septic Inspector") to inspect the on-site sewage system ("Septic System") ("Septic Inspection"). If the parties do not identify a Septic Inspector above, the party responsible for the expense and sole risk of damage to Property will select a Septic Inspector.

Prior to Septic Inspection, Seller will remove any landscaping, personal property, or improvement that impedes Septic Inspection or prevents system components from being readily accessible. System components are not considered readily accessible if access requires removal of surface material exceeding 30 inches in depth to uncover septic tank access lids, distribution devices, or other inspection ports. If inspector identifies that the system is not readily accessible, then Buyer will Deliver Notice, within one day, to Seller of the need to remove the impediments. Seller will remove the impediments within five (5) days or Deliver Notice that they will not remove the impediments. If Seller does not remove the impediments or the System is not made readily accessible within the required time frame, Buyer, at Buyer's sole option, can Deliver Notice Voiding Contract. If the impediments are removed, the Inspection Period will start on the date Seller Delivers Notice the impediments have been removed.

2. If the option for Seller is checked above, Seller will conduct Septic Inspection no sooner than Date of Ratification. Seller will Deliver the inspection report ("Septic Inspection Report") to Buyer no less than _____ Days prior to Septic

Inspection Deadline. In the event Seller does not Deliver Septic Inspection Report within such time, Buyer may, prior to Septic Inspection Deadline: (i) order a Septic Inspection on behalf of Seller at Seller's expense and Seller's sole risk of damage to Property and the Septic Inspection Deadline will be extended for an additional _____ Days; (ii) Deliver Notice to Seller Voiding Contract; or (iii) pursue all available legal and equitable remedies.

3. Septic Inspection will include: (i) an inspection of all readily accessible and openable components of Septic System, such as septic tanks, pump tanks, distribution devices, treatment units, control panels, and dispersal fields; anything specified in the operation permit; and any vegetation, grading, and signs of harmful water entry that may impact Septic System function; (ii) pumping of Septic System; **and** (iii) excavation as deemed necessary by Septic Inspector to visually inspect all distribution devices (if present), to test all pumps and controls, and to evaluate the function of pumping or pressure dosed dispersal systems.
4. If Septic Inspection Report indicates any recommended repairs, maintenance or replacement of Septic System, Buyer will Deliver to Seller, prior to Septic Inspection Deadline:
 - a. An entire copy of Septic Inspection Report and a written addendum listing the recommended repairs, maintenance and/or replacement of the Septic System that Buyer would like Seller to remedy together with Buyer's proposed remedies ("Inspection Addendum");
OR
 - b. An entire copy of Septic Inspection Report and Notice Voiding Contract.

Except as provided by Paragraph 2.B.2 above, if Buyer fails to obtain Septic Inspection, fails to Deliver a copy of Septic Inspection Report to Seller, or fails to Deliver Inspection Addendum or Notice Voiding Contract prior to Septic Inspection Deadline, this Contingency will expire and Contract will remain in full force and effect with no Septic Inspection Contingency.

5. **Negotiation Period.** In the event of Paragraph 2.B.4.a) above, the parties will 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.

6. **Buyer's Election.** If, at the end of Negotiation Period, the parties are unable to reach an agreement, Buyer will have the option to Void Contract by Delivering Notice Voiding Contract to Seller by 9 p.m. _____ Days following the end of Negotiation Period, otherwise Septic Inspection Contingency will be removed and Contract will remain in full force and effect.

Educational Version

SELLER:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

BUYER:

_____/_____
Date Signature

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Date Signature

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