



BUYER'S CONTINGENCY ADDENDUM (SEPTIC SYSTEM)



The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") concerning \_\_\_\_\_ ("the Property").

- 1. Acknowledgment. BUYER SPECIFICALLY ACKNOWLEDGES having been advised that a generally accepted method for determining whether an existing septic system is functioning properly is to have tests conducted by a qualified professional, and to have any septic tank/cesspool pumped. Buyer understands that the results of such tests may only provide information regarding the functioning of the system at the time of the test(s) and provide no representation or guarantee that future problems with the system may not arise. For purposes of this contingency, a qualified professional is a person selected by Seller who is engaged in the business of pumping septic tanks and cesspools, and who has been approved for such work by the Health District or other appropriate agency for the county in which the Property is located.
2. Septic System Contingency. This Agreement, and the obligations of Buyer, are subject to and contingent upon the Seller causing the septic tank or cesspool (as applicable) to be pumped by a qualified professional, and (check option which applies):
- having the tank and connections to the drainfield inspected and tested by a qualified professional to determine that, in the qualified professional's opinion, the system appears to be functioning normally and the drainfield appears to be readily accepting effluent; or
- having the septic system, including the connections from the house to the tank, and from the tank through the drainfield inspected and tested by a qualified professional to determine that, in the qualified professional's opinion, the connections from the house to the drainfield are freely flowing and appear to be in good operating condition, the system appears to be functioning normally and the drainfield appears to be readily accepting effluent.
Unless otherwise agreed, Seller shall be solely responsible for any expenses incurred in connection with such pumping and testing.
3. Standard for Approval. The contingency stated above shall be subject to approval in writing by the qualified professional, in the discretion of such professional.
4. Removal Period. Seller shall have a \_\_\_\_\_ (\_\_\_\_\_) day period (ten days if not filled in) commencing with the date of mutual acceptance of the Agreement within which to give Buyer a copy of the required written approval signed by a qualified professional, confirming that the work required under this contingency has been performed and that the requirements for approval have been met.
5. Buyer Review of Report(s). Buyer agrees to carefully review any inspector's report(s). If any recommendations are made by the inspector, including any recommendations to perform work, or to conduct further tests or inspections, Buyer acknowledges that Buyer is advised by Coldwell Banker Tomlinson and its licensees to follow the inspector's recommendations.
6. Remainder of Agreement Unchanged. Except as modified, the Purchase and Sale Agreement entered between the parties shall remain in full force and effect as drafted.

Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_