

PRIVATE WELL ADDENDUM TO REAL ESTATE AGREEMENT

1 Buyer(s) _____
 2 Seller(s) _____
 3 Property Address _____

4 **OREGON LAW:** If this transaction includes a well that supplies domestic water to the Property, Oregon law requires that Seller shall have
 5 the well tested for arsenic, nitrates and total coliform bacteria (ORS 448.271). For more information, see the Oregon.gov webpage titled
 6 "Domestic Well Testing and Real Estate Transactions". Note: This only applies to wells that have been made operational to supply
 7 groundwater for domestic purposes. Capped domestic wells on unimproved lots are not required to be tested. (See website [www.
 8 public.health.oregon.gov](http://www.public.health.oregon.gov).

REPRESENTATIONS, TESTING, TERMINATION & COOPERATION

10 **1. SELLER REPRESENTATIONS REGARDING WELL AND WELL WATER:** Seller represents to Buyer that to the best of Seller's
 11 knowledge: (a) The domestic well has provided an adequate supply of water to the Property throughout the year for household use;
 12 (b) The water is fit for human consumption; and (c) The continued use of the well and water complies with all applicable state and
 13 federal laws. No other representations are made concerning the well and well water supply, except as expressly stated elsewhere in
 14 this Agreement and the Seller's Property Disclosure Statement, if applicable.

15 **2. SELLER TESTING DUTIES:** Within _____ business days, (five [5] if not filled in) after Buyer and Seller have signed and accepted this
 16 Agreement, Seller shall, at Seller's cost: (a) Have the well water sample collected by a registered sanitarian, certified water system operator,
 17 well driller, pump installer, or lab technician prior to any treatment, and testing ordered with a laboratory accredited according to Oregon
 18 Environmental Laboratory Accreditation Program (ORELAP) standards, for arsenic, nitrate, and total coliform bacteria; **(b) Submit promptly**
 19 **upon receipt, the results to buyer and the Oregon Healthy Authority (the "Authority").** (c) Complete and submit to the Authority its
 20 **Water Systems Data Sheet ("Data Sheet")** which must include: (i) Copies of the arsenic, nitrate, and total coliform bacteria lab slips,
 21 and (ii) The Water Resources Department well identification number, description of the Property, and location, identifying the street
 22 address, city, state, and zip code, together with the township, range, section number. (Note: (a) If the well is in a designated area of
 23 public health concern, the Authority may require additional testing; (b) The lab tests may not be waived, even if Buyer agrees not to
 24 have the well tested; (c) If the well is not located on the Property, but it includes a legal interest to a well on adjacent property [e.g. an
 25 easement], the legal interest would be considered part of the Property that is the subject of this transaction, and the preceding
 26 testing and submission requirements are required.)
 27 See: www.public.health.oregon.gov.

28 **3. BUYER TESTING:** Within _____ business days, (five [5] if not filled in) after Buyer and Seller have signed this Agreement, Buyer
 29 may, at Buyer's expense, have the well water testing ordered with a qualified professional testing service. (See Section 8 below for
 30 selected test, if any.)

31 **4. BUYER RIGHT OF TERMINATION:** Within three (3) business days after Buyer's receipt of all written reports from Buyer's and Seller's
 32 tests, Buyer shall have the absolute right to terminate this transaction by delivering to Seller: (a) Written notice of intent to declare an
 33 unconditional termination together with a list of substantial deficiencies identified by Buyer; and (b) Copies of all test reports
 34 received by Buyer. Buyer and Seller shall thereafter have _____ business days (two [2] if not filled in) to reach written agreement as
 35 to the method, cost and financial responsibility for correcting the substantial deficiencies identified by Buyer (the "Negotiation
 36 Period"). If the parties are unable to timely reach a written agreement by 5:00 p.m. on the last day of the Negotiation Period, all
 37 earnest money deposits shall be promptly refunded to Buyer, and this transaction shall be terminated. Notwithstanding the
 38 preceding, Buyer shall have no obligation to reach any agreement with Seller during the Negotiation Period.

39 **5. WELL REGISTRATION:** In the event any wells located upon the Property are not currently registered as a part of the Oregon's Well
 40 Identification Program, Seller agrees to assist Buyer, at Buyer's expense, in registering them. The preceding sentence shall survive
 41 Closing of this transaction. See, www.public.health.oregon.gov.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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Sale Agreement # _____

WELL INFORMATION AND ADDITIONAL TESTS

WELL INFORMATION PROVIDED BY SELLER:

- 6. Seller shall provide Buyer with the following information regarding the well located on or serving the Property:
 - well logs (*specify*) _____
 - well test reports (*specify*) _____
 - other reports (*specify*) _____
 - none. Seller has no documents regarding the well.

PROFESSIONAL WELL TESTING:

- 7. Seller agrees, at Seller's expense, to have the well tested for arsenic, nitrates and total coliform bacteria and such matters as are required by the Oregon Health Division.
- 8. Buyer elects to have the following additional professional tests performed:

<input type="checkbox"/> Well flow test	<input type="checkbox"/> Buyer's expense	<input type="checkbox"/> Seller's expense
<input type="checkbox"/> Lead test	<input type="checkbox"/> Buyer's expense	<input type="checkbox"/> Seller's expense
<input type="checkbox"/> Additional water quality tests:	<input type="checkbox"/> Buyer's expense	<input type="checkbox"/> Seller's expense
<input type="checkbox"/> Other (<i>specify</i>) _____	<input type="checkbox"/> Buyer's expense	<input type="checkbox"/> Seller's expense

none. (Buyer should seek competent professional advice before checking this option. Buyer's rights to terminate this transaction based upon any test report showing a substantial deficiency in quantity or quality of well water are set forth in Section 4 above. Buyer should review them carefully.)

TIME IS OF THE ESSENCE:

- 9. All professional tests, inspections or reports agreed to be performed in this Addendum shall be ordered by the party responsible for paying for them within _____ business days (five [5] if not filled in) after the date both parties have signed and accepted the Sale Agreement.
- 10. Buyer and Seller shall use their best efforts to obtain the required or selected tests, inspections or reports in a timely manner. **Completed tests, inspections or reports shall be submitted to the other party within forty-eight (48) hours after receipt.**

BUYER'S ACKNOWLEDGMENT

Buyer acknowledges that the Property is served by one or more private wells. Buyer understands that while Seller has represented that, to the best of Seller's knowledge, the private well(s) located on or serving the Property has/have provided an adequate supply of water throughout the year for household use, and, to the best of Seller's knowledge, is/are fit for human consumption, this is not a warranty or guarantee. Natural and man-made events can and do occur that may quickly change well water quality and quantity. Events such as development and drought can affect the quality and quantity of well water. Any well test is merely a reflection of the condition of the well at that time, and is not a guarantee of a well's future performance. All well tests, inspections or reports should be viewed in this light. Buyer acknowledges that Buyer has not received or relied upon any oral or written statements regarding the well(s) made by any real estate agent not expressly contained in the Real Estate Sale Agreement or this Addendum. Buyer should secure expert advice. Your real estate agent is not an expert in well water quality or quantity.

Buyer _____ Date _____ ← Seller _____ Date _____ ←

Buyer _____ Date _____ ← Seller _____ Date _____ ←

Buyer's Agent _____ Seller's Agent _____

Buyer's Agent's Firm _____ Seller's Agent's Firm _____

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