

SEPTIC/ONSITE SEWAGE SYSTEM ADDENDUM

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

4 **Buyer and Seller hereby agree the following shall become a part of the Real Estate Sale Agreement.**

5 **1. DEFINITION OF ONSITE SEWAGE SYSTEMS:** Generally, onsite sewage (or "wastewater") systems collect and treat wastewater and
 6 sewage from residences that are not connected to public or community systems. The generic term "septic system," is commonly used to
 7 describe them. They may include gravity flow systems, sand filter systems, alternative technology treatment systems, seepage pits,
 8 cesspools and other disposal systems. All such systems shall hereinafter collectively be referred to as an "onsite
 9 sewage system" or "system". For more information go to Oregon Septic Smart web site: www.oregon.gov.

10 **2. NOTICES:** (a) Inspections of onsite sewage systems must be performed by a DEQ certified professional; (b) There may be more than
 11 one onsite sewage system on a property; (c) Not all elements of the onsite sewage system may be located on the property they service; (d)
 12 Oregon DEQ may require decommissioning of abandoned onsite sewage systems.

13 **3. SELLER REPRESENTATIONS REGARDING ONSITE SEWAGE SYSTEM:** Seller represents that to the best of Seller's knowledge,
 14 the onsite sewage system serving the Property is: (a) Operating properly; and (b) Complies with all applicable local, state and federal laws.
 15 These representations shall be in addition to any others made by Seller in the Sale Agreement, other Addenda, and Seller's Property
 16 Disclosure Statement, if any.

17 **4. ONSITE SEWAGE SYSTEM INFORMATION PROVIDED BY SELLER:** Seller agrees to provide Buyer, with all written documentation
 18 regarding the onsite sewage system, including all inspections/testing done within the last six (6) months, existing maintenance contracts for
 19 the onsite sewage system (*which may be a DEQ requirement for sand filter and alternative technology systems*), and any other material
 20 information regarding the system within _____ business days (three [3] if not filled in) after Buyer and Seller have both signed and
 21 accepted the Sale Agreement.

22 **5. PROFESSIONAL INSPECTIONS/TESTS/PUMPING/CLEANING/REQUESTED BY BUYER:** Buyer requests the following services
 23 (*hereinafter collectively referred as "Service" or "Services"*) be performed on the onsite sewage system (*check all boxes that apply*):

- 24 Inspections/Tests (*specify*) _____
 25 Seller pays Buyer pays
- 26 Pumping/Cleaning (*specify*) _____
 27 Seller pays Buyer pays
- 28 Other (*specify*) _____
 29 Seller pays Buyer pays
- 30 None. (**Buyer should seek competent professional advice before checking this option. Buyer's rights to terminate this**
 31 **transaction based upon any test report showing a substantial deficiency in the onsite sewage system are set forth in**
 32 **section 6 below. Buyer should review them carefully.**)

33 **Within ___ business days, (five [5] if not filled in) after Buyer and Seller have signed and accepted this Agreement, the party**
 34 **responsible for paying for the above-selected Service shall: (a) Have the Service(s) ordered from a licensed service provider, and**
 35 **(b) thereafter, upon receipt, promptly submit the results to buyer.**

36 **6. BUYER'S RIGHT TO TERMINATE TRANSACTION:** Buyer shall have ___ business days (three [3] if not filled in), after the date of
 37 delivery of all documents and/or reports to Buyer concerning the onsite sewage system (hereinafter "the System Contingency Period"), in
 38 which to complete all negotiations with Seller regarding any matters disclosed in any documents and/or reports concerning the onsite
 39 sewage system.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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40 However, during the System Contingency Period, Seller shall not be required to modify any terms of this Agreement already
 41 reached with Buyer. Unless a written and signed modification is reached, at any time during the System Contingency Period, Buyer
 42 may notify Seller, in writing, of Buyer's unconditional disapproval of the system based upon any Documents and Information. In such
 43 case, all earnest money deposits shall be promptly refunded and this transaction shall be terminated. Buyer shall promptly provide
 44 Seller with a copy of all Documents and Information not previously turned over to Seller. If Buyer fails to provide Seller with written
 45 unconditional disapproval by 5:00 p.m. of the final day of the System Contingency Period, Buyer shall be deemed to have accepted
 46 the condition of the onsite sewage system. Note that if, prior to expiration of the System Contingency Period, written agreement is
 47 reached with Seller regarding ALL Buyer's requested repairs to the onsite sewage system, the System Contingency Period shall
 48 automatically terminate, unless the parties agree otherwise in writing. Termination of this transaction shall not excuse either party
 49 from paying for any Service they agreed to be responsible for in Section 5, above.

50 **7. BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that by closing this transaction, it shall mean that Buyer is satisfied with all
 51 Documents and Information, received pursuant to this Septic/Onsite Sewage System Addendum. Buyer understands that while Seller has
 52 made certain representations regarding the condition of the onsite sewage system, they do not represent a guarantee or warranty of future
 53 performance. Events may occur that can change the condition of the system after it has been inspected. All Documents and Information
 54 and other such information should be viewed in this light. Buyer acknowledges that Buyer has not received or relied upon any oral or
 55 written statements regarding the onsite sewage system made by Seller or any real estate agent not expressly contained in the Real Estate
 56 Sale Agreement or this Addendum. Neither Seller's nor Buyer's Agents are experts in onsite sewage systems and should not be relied upon
 57 to provide opinions, advice or information concerning their current condition or future performance.

58 Buyer _____ Date _____ ← Seller _____ Date _____ ←

59 Buyer _____ Date _____ ← Seller _____ Date _____ ←

60 Buyer's Agent _____ Seller's Agent _____

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

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