

## PRIVATE WELL AND/OR SEPTIC INSPECTION CONTINGENCY ADDENDUM

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 WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING paragraph of this Contract, then  Seller at Seller’s expense **OR**  Buyer at Buyer’s expense, shall Deliver to the other party, on or before Settlement, a report prepared by a Virginia certified 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 shall be remediated by Seller at Seller’s expense and the well water shall be re-tested at Seller’s expense after remediation. Seller shall Deliver to Buyer on or before Settlement a report issued by a Virginia certified 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.** This Contract  is **OR**  is not contingent (“Well Inspection Contingency”) until 9 p.m. \_\_\_\_\_ Days after the Date of Ratification (“Well Inspection Deadline”). Buyer, at Buyer’s discretion, expense and sole risk of damage to the well and/or Property, shall 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 shall Deliver to Seller, prior to the 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 a 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 this 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 shall 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 shall have the option to void this Contract by Delivering Notice to Seller by 9 p.m. \_\_\_\_\_ Days following the end of Negotiation Period,

otherwise the Well Inspection Contingency shall be removed and this 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 the Date of Ratification. Maintenance contract  shall (subject to contractor approval) **OR**  shall not convey to Buyer.

### **B. Septic Inspection Contingency.**

1. **Inspection Period.** This Contract  is **OR**  is not contingent (“Septic Inspection Contingency”) until 9 p.m. \_\_\_\_ Days after the 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 shall retain \_\_\_\_\_, a Virginia licensed and insured septic system installer, operator, onsite soil evaluator or professional engineer (“Septic Inspector”) to inspect the private conventional on-site sewage system (“Conventional System”) or private alternative on-site sewage system (“Alternative System”) (“Septic Inspection”). Prior to Septic Inspection, Seller will remove any landscaping, personal property or improvement that impedes the Septic Inspection. If, for any reason, such impediments are not removed, Septic Inspection Deadline will be extended for an additional \_\_\_\_ Days. If the parties do not identify a Septic Inspector above, the party responsible for the expense and sole risk of damage to Property shall select a Septic Inspector.
2. If the option for Seller is checked above, Seller shall conduct the Septic Inspection no sooner than the Date of Ratification. Seller shall Deliver the inspection report (“Septic Inspection Report”) to the Buyer no less than \_\_\_\_ Days prior to the Septic Inspection Deadline. In the event Seller does not Deliver the Septic Inspection Report within such time, Buyer may prior to the 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 shall be extended for an additional \_\_\_\_ Days; (ii) Deliver Notice to Seller voiding the Contract; or (iii) pursue all available legal and equitable remedies.
3. Such Septic Inspection shall include a walk-over visual inspection and probing of the drain field area to check for saturation for a Conventional System, or a visual inspection of the alternative treatment unit(s) for an Alternative System. In addition, the following inspections will be conducted (check all that apply):
  - Pumping and inspection of all treatment tanks (excluding pump and recirculation tanks).
  - Excavation as necessary to visually inspect all distribution boxes (if present), test all pumps and controls and evaluate the function of pumping or pressure dosed dispersal systems.
4. If the Septic Inspection Report indicates any recommended repairs, maintenance or replacement of the Conventional System or Alternative System, Buyer shall Deliver to Seller, prior to the Septic Inspection Deadline:

- a) An entire copy of Septic Inspection Report and a written addendum listing the recommended repairs, maintenance or replacement of the Conventional or Alternative System that Buyer would like Seller to remedy together with Buyer’s proposed remedies (“Inspection Addendum”). **OR**
- b) An entire copy of the Septic Inspection Report and Notice voiding Contract.

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

- 5. **Negotiation Period.** In the event of Paragraph 2.B.4a) above, the parties shall 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 shall have the option to void this Contract by Delivering Notice to Seller by 9 p.m. \_\_\_\_ Days following the end of Negotiation Period, otherwise the Septic Inspection Contingency shall be removed and this Contract will remain in full force and effect.

**SELLER:**

____ / _____	
Date	Signature
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Date	Signature
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Date	Signature
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Date	Signature

**BUYER:**

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