



ONSITE SEWAGE SYSTEM ADDENDUM TO REAL ESTATE AGREEMENT

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 dated** _____.

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

10 **2. NOTICES:** (a) Inspections of onsite sewage systems must be performed by a DEQ certified professional; (b) There may be more than one onsite
 11 sewage system on a property; (c) Not all elements of onsite sewage system may be located on the property they service; (d) Oregon DEQ may
 12 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, the onsite
 14 sewage system serving the Property is: (a) Operating properly; and (b) Complies with all applicable local, state and federal laws. These
 15 representations shall be in addition to any others made by Seller in the Sale Agreement, other Addenda, and Seller's Property Disclosure Statement,
 16 if any.

17 **4. ONSITE SEWAGE SYSTEM INFORMATION PROVIDED BY SELLER:** Seller agrees to provide Buyer, or Buyer's licensee, with all written
 18 documentation regarding the onsite sewage system, including all inspections/testing done within the last six (6) months, existing maintenance
 19 contracts for 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 accepted this
 21 Addendum.

22 **5. PROFESSIONAL INSPECTIONS/TESTS/PUMPING/CLEANING/ REQUESTED BY BUYER:** Buyer requests the following services (*hereinafter*
 23 *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 The party responsible for paying the above-selected Service shall promptly order it and promptly share all results (collectively "Documents and
 31 Information") with the other party.

32 **6. BUYER'S RIGHT TO TERMINATE TRANSACTION:** Buyer shall have ___ business days (ten [10] if not filled in), after the date Buyer and
 33 Seller have signed and accepted this Real Estate Sale Agreement (hereinafter "the System Contingency Period"), in which to
 34 complete all negotiations with Seller regarding any matters disclosed in any Documents/Information concerning the onsite sewage system.
 35 However, during the System Contingency Period, Seller shall not be required to modify any terms of this Agreement already reached with
 36 Buyer. Unless a written and signed modification is reached, at any time during the System Contingency Period, Buyer may notify Seller or
 37 Listing Licensee, in writing, of Buyer's unconditional disapproval of the system based upon any Documents/Information. In such
 38 case, all earnest money deposits shall be promptly refunded and this transaction shall be terminated. Buyer shall promptly provide Seller
 39 with a copy of all Documents/Information not previously turned over to Seller. If Buyer fails to provide Seller or Listing Licensee with
 40 written unconditional disapproval by Midnight of the final day of the System Contingency Period, Buyer shall be deemed to have
 41 accepted the condition of the onsite sewage system. Note that if, prior to expiration of the System Contingency Period, written
 42 agreement is reached with Seller regarding ALL Buyer's requested repairs to the onsite sewage system, the System Contingency

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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43 Period shall automatically terminate, unless the parties agree otherwise in writing. Termination of this transaction shall not excuse either
 44 party from paying for any Service they agreed to be responsible for in Section 5., above.

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

53 Buyer _____ Date _____ ← Seller _____ Date _____ ←

54 Buyer _____ Date _____ ← Seller _____ Date _____ ←

55 Selling Licensee _____ Listing Licensee _____

56 Selling Firm _____ Listing Firm _____

