

SEPTIC / ONSITE SEWAGE SYSTEM ADDENDUM

1 Buyer(s) _____
2 Seller(s) _____
3 Property Address or Tax ID # _____
4 _____

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

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

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

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

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

22 **5. PROFESSIONAL INSPECTIONS/TESTS/PUMPING/CLEANING/REQUESTED BY BUYER:** Buyer requests the following services ("Service" or
23 "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 transaction
31 based upon any test report showing a substantial deficiency in the onsite sewage system are set forth in section 6 below. Buyer should
32 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 responsible for
34 paying for the above-selected Service shall: (a) Have the Service(s) ordered from a licensed service provider, and (b) thereafter, upon receipt,
35 promptly submit the results to buyer.

36 **6. BUYER'S RIGHT TO TERMINATE TRANSACTION:** Buyer shall have ____ Business Days (five [5] if not filled in) after receipt of any written
37 reports regarding the septic system including but not limited to location and condition ("System Contingency Period"), to notify the Seller, in writing,
38 of Buyer's disapproval of the inspection report in which case all earnest money deposits shall be promptly refunded and this transaction shall be
39 terminated. If Buyer fails to provide Seller with disapproval of any inspection report(s) by 5.00 pm of the final day set forth above, Buyer shall be
40 deemed to have accepted the condition of the system. Note, if prior to expiration of the above period, written agreement is reached with Seller
41 regarding Buyer's requested changes or repairs, the above period shall automatically terminate, unless the parties agree otherwise in writing.
42 However, during the System Contingency Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer.

Buyer Initials ____/____ Date _____

Seller Initials ____/____ Date _____

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

SEPTIC / ONSITE SEWAGE SYSTEM ADDENDUM

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

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

59 Buyer _____ Date _____ a.m. _____ p.m. ←

60 Buyer _____ Date _____ a.m. _____ p.m. ←

61 Seller _____ Date _____ a.m. _____ p.m. ←

62 Seller _____ Date _____ a.m. _____ p.m. ←

63 Buyer's Agent _____ Seller's Agent _____

