

**PRIVATE WELL ADDENDUM TO REAL ESTATE SALE AGREEMENT**

1 Buyer(s) \_\_\_\_\_  
 2 Seller(s) \_\_\_\_\_  
 3 Property Address or Tax ID # \_\_\_\_\_  
 4 \_\_\_\_\_ (the "Property")

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

**REPRESENTATIONS, TESTING, COOPERATION**

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

14 **2. SELLER TESTING DUTIES:** Within \_\_\_\_ Days, (seven [7] if not filled in) after Buyer and Seller have signed and accepted this Agreement,  
 15 Seller shall, at Seller's cost: (a) Order well water sample collection by a registered sanitarian, certified water system operator, well driller, pump  
 16 installer, or lab technician prior to any treatment, and testing ordered with a laboratory accredited according to Oregon Environmental Laboratory  
 17 Accreditation Program (ORELAP) standards, for arsenic, nitrate, and total coliform bacteria; (b) Submit promptly upon receipt, the results to  
 18 Buyer and the Oregon Healthy Authority (the "Authority") (c) Complete and submit to the Authority its Water Systems Data Sheet ("Data Sheet")  
 19 which must include: (i) Copies of the arsenic, nitrate, and total coliform bacteria lab slips, and (ii) The Water Resources Department well  
 20 identification number, description of the Property, and location, identifying the street address, city, state, and zip code, together with the township,  
 21 range, section number. (Note: (a) If the well is in a designated area of public health concern, the Authority may require additional testing; (b)  
 22 The lab tests may not be waived, even if Buyer agrees not to have the well tested; (c) If the well is not located on the Property, but it includes a  
 23 legal interest to a well on adjacent property (for example an easement), the legal interest would be considered part of the Property that is the  
 24 subject of this transaction, and the preceding testing and submission requirements are required.)

25 See: [www.public.health.oregon.gov](http://www.public.health.oregon.gov) (Search URL: Oregon Health Authority Well Testing)

26 Seller shall (if available) provide Buyer with the following information regarding the well located on or serving the Property:

- 27  Well logs (*specify*) \_\_\_\_\_
- 28  Well test reports (*specify*) \_\_\_\_\_
- 29  Other reports (*specify*) \_\_\_\_\_
- 30  None. Seller has no documents regarding the well

31 **3. BUYER TESTING DUTIES:** Within \_\_\_\_ Days (seven [7] if not filled in) after Buyer and Seller have signed this Agreement, Buyer may order  
 32 well water testing for quantity or quality by a qualified professional testing service.

33 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"/> Additional arsenic, nitrates, and total coliform bacteria | <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 |

39  None (Buyer should seek competent professional advice before checking this option. Buyer's rights to terminate this transaction based  
 40 upon any test report showing a substantial deficiency in quantity or quality of well water are set forth in Section 4 below. Buyer should review  
 41 them carefully.) Completed tests, inspections, or reports shall be submitted to the other party within forty-eight (48) hours after receipt.

Buyer Initials \_\_\_\_ / \_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_ / \_\_\_\_ Date \_\_\_\_\_

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**TERMINATION AND WELL REGISTRATION INFORMATION**

- 42 **4. BUYER RIGHT OF TERMINATION:** Within \_\_\_\_ Days (seven [7] if not filled in) after Buyer's receipt of all written reports from Buyer's and  
 43 Seller's tests, Buyer shall have the absolute right to terminate this transaction by delivering to Seller: (a) Written notice of intent to declare  
 44 termination together with a list of substantial deficiencies identified by Buyer, and (b) Copies of all test reports received by Buyer. Upon delivery,  
 45 Buyer and Seller may negotiate a written agreement as to the method, cost, and financial responsibility for correcting the substantial deficiencies  
 46 identified by Buyer. 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 earnest  
 47 money deposits shall be promptly refunded to Buyer, and this transaction shall be terminated. Notwithstanding the preceding, Buyer shall have  
 48 no obligation to reach any agreement with Seller during the Negotiation Period.
- 49 **5. WELL REGISTRATION:** In the event, any wells located upon the Property are not currently registered as a part of Oregon's Well Identification  
 50 Program, Seller agrees to assist Buyer, at Buyer's expense, in registering them. The preceding sentence shall survive Closing of this transaction.  
 51 See [www.public.health.oregon.gov](http://www.public.health.oregon.gov) (Search URL: Oregon Well ID Registration)

**BUYER'S ACKNOWLEDGEMENT**

52 Buyer acknowledges the Property is served by one or more private wells. Buyer understands while Seller has represented, to the best of Seller's  
 53 knowledge, the private well(s) located on or serving the Property has/have provided an adequate supply of water throughout the year for household  
 54 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  
 55 and do occur, which may quickly change well water quality and quantity. Events such as development and drought can affect the quality and quantity  
 56 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  
 57 tests, inspections, or reports should be viewed in this light. Buyer acknowledges Buyer has not received or relied upon any oral or written statements  
 58 regarding the well(s) made by any real estate agent not expressly contained in the Real Estate Sale Agreement or this Addendum. Buyer should  
 59 secure expert advice. Your real estate agent is not an expert in well water quality or quantity.

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60 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

61 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

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62 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

63 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

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64 Buyer's Agent \_\_\_\_\_ Seller's Agent \_\_\_\_\_