

SEPTIC / ONSITE SEWAGE SYSTEM ADDENDUM

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

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 the
 10 Oregon Septic Smart website: 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 ____ 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 (hereinafter
 23 collectively referred to 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 transaction based
 31 upon any test report showing a substantial deficiency in the onsite sewage system are set forth in section 6 below. Buyer should review
 32 them carefully.

33 Within ____ Days (seven [7] if not filled in) after Buyer and Seller have signed and accepted this Agreement, the party responsible for paying for the
 34 above-selected Service shall: (a) Have the Service(s) ordered from a licensed service provider, and (b) thereafter, upon receipt, promptly submit
 35 the results to Buyer.

36 **6. BUYER'S RIGHT TO TERMINATE TRANSACTION:** Buyer shall have ____ Days (seven [7] if not filled in) after receipt of any written reports
 37 regarding the septic system, including but not limited to location and condition (hereinafter the "System Contingency Period"), to notify the Seller, in
 38 writing, of Buyer's disapproval of the inspection report in which case all earnest money deposits shall be promptly refunded, and this transaction
 39 shall be terminated. If Buyer fails to provide Seller with disapproval of any inspection report(s) by 5.00 p.m. of the final day set forth above, Buyer
 40 shall be deemed to have accepted the condition of the system. Note, if prior to expiration of the above period, written agreement is reached with
 41 Seller 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

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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