

**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 that the following are a part of the 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. They may include gravity flow systems, sand filter systems, alternative  
8 technology treatment systems, seepage pits, cesspools, and other disposal systems. In this Addendum, those systems are referred to as "Onsite  
9 Sewage System." The Onsite Sewage System on the Property is referred to as the "System." For more information go to Oregon Septic Smart  
10 website: [www.oregon.gov](http://www.oregon.gov).

11 **2. NOTICES:**

- 12 (a) Inspections of Onsite Sewage Systems must be performed by a Department of Environmental Quality ("DEQ") certified professional;
- 13 (b) There may be more than one Onsite Sewage System on a property;
- 14 (c) Not all elements of the onsite sewage system may be located on the property they service; and
- 15 (d) Oregon DEQ may require decommissioning of abandoned Onsite Sewage Systems.

16 **3. SELLER REPRESENTATIONS REGARDING ONSITE SEWAGE SYSTEM:** Seller represents, to the best of Seller's knowledge, that the System  
17 serving the Property: (a) is operating properly; and (b) complies with all applicable local, state, and federal laws. These representations are in addition  
18 to any others made by Seller in the Sale Agreement, other addenda, and Seller's Property Disclosure Statement.

19 **4. ONSITE SEWAGE SYSTEM INFORMATION PROVIDED BY SELLER:** Seller will provide Buyer with all written documentation regarding the  
20 System, including all System inspections/testing done within the last six (6) months, existing maintenance contracts for the System (which may be a  
21 DEQ requirement for sand filter and alternative technology systems), and any other material information regarding the System (the "Documents and  
22 Information") within \_\_\_\_ Days (three [3] if not filled in) after Buyer and Seller have Signed and Delivered the Sale Agreement.

23 **5. PRE-INSPECTION SERVICES:** Buyer may perform professional inspections on the System as a contingency of this purchase. The following  
24 services will be ordered in a timely manner and completed by the Seller before any Buyer System inspections: (*select one*)

- 25 (a)  Pumping/Cleaning: (*specify*) \_\_\_\_\_  
26 (*select only one*)  Seller pays for services  Buyer pays for services
- 27 (b)  Other: (*specify*) \_\_\_\_\_  
28 (*select only one*)  Seller pays for services  Buyer pays for services
- 29 (c)  None. Buyer should seek competent professional advice before checking this option. Buyer's rights to terminate this transaction based  
30 upon any test report showing a substantial deficiency in the System are set forth in Section 6. Buyer should review them carefully.

31 Upon completion of all pre-inspection services, Seller will Deliver Notice to Buyer that services are completed.

32 **6. SYSTEM INSPECTION PERIOD:** Buyer will have \_\_\_\_ Days (twelve [12] if not filled in) after the receipt of Seller's Notice that services are  
33 completed, or after the Effective Date if no services are being completed (the "System Inspection Period"), in which to complete all System inspections  
34 and negotiations with Seller regarding any matters disclosed in any System inspection report, including the following: (*specify inspections/test and*  
35 *who will pay for the services*) \_\_\_\_\_

36  Seller pays for services  Buyer pays for services

37 Buyer will not provide all or any portion of the System inspection reports to Seller unless requested by Seller; but if Seller requests all or a portion of  
38 a report during this transaction or within thirty (30) Days following termination, Buyer will promptly comply.

39 The System Inspections are part of the "Inspections and Due Diligence," as defined in the Sale Agreement, and the provisions of Section 9 (Inspection  
40 and Due Diligence Period) of the Sale Agreement apply to System Inspections.

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

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

**LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE**

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41 **7. BUYER'S ACKNOWLEDGMENT:** The Closing of this transaction will be Buyer's acknowledgment that Buyer is satisfied with all Documents and  
42 Information received. Buyer understands while Seller has made certain representations regarding the condition of the System, none of those  
43 representations are a guarantee or warranty of future performance. Events may occur changing the condition of the System after it has been  
44 inspected. All Documents and Information and other such information should be viewed in this light. Buyer acknowledges, Buyer has not received or  
45 relied upon any oral or written statements regarding the System made by Seller or any real estate agent not expressly contained in the Sale Agreement  
46 or this Addendum. Neither Seller's nor Buyer's Agents are experts in Onsite Sewage Systems and should not be relied upon to provide opinions,  
47 advice or information concerning their current condition or future performance.

48 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

49 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

50 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

51 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

52 Buyer's Agent(s) \_\_\_\_\_ Seller's Agent(s) \_\_\_\_\_

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