

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 Septic/Onsite Sewage System Addendum (this
9 "Addendum"), those systems are referred to as an "Onsite Sewage System." The onsite sewage system on the Property is referred to as the "System."
10 For more information, go to the Oregon Septic Smart website: www.oregon.gov.

2. NOTICES:

- 11
- 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 (the "Documents and Information") regarding
22 the System within ____ Business Days (three [3] if not filled in) after Buyer and Seller have both 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 one*) Seller pays for services Buyer pays for services
- 27 (b) Other (*specify*) _____
28 (*select 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 ____ Business Days (ten [10] 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/tests and*
35 *who will pay for 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) calendar days following termination, Buyer will promptly comply.

39 Seller will not be required to modify any terms of this Addendum. Unless a written agreement has already been reached with Seller regarding Buyer's
40 requested repairs, Buyer may give Notice to Seller, using OREF 064 – Notice of Buyer's Unconditional Disapproval, at any time during the System
41 Inspection Period, of Buyer's unconditional disapproval of the Property based on any System inspection report, in which case all Deposits will be

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

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42 promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any System
43 inspection report(s) by 5:00 p.m. of the final day of the System Inspection Period, Buyer will be deemed to have accepted the condition of the Property.
44 If before the expiration of the System Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the System
45 Inspection Period will automatically terminate unless the parties agree otherwise in writing.

46 **7. BUYER'S ACKNOWLEDGMENT:** The Closing of this transaction will be Buyer's acknowledgment that Buyer is satisfied with all Documents and
47 Information received. Buyer understands while Seller has made certain representations regarding the condition of the System, none of those
48 representations are a guarantee or warranty of future performance. Events may occur changing the condition of the System after it has been
49 inspected. All Documents and Information and other such information should be viewed in this light. Buyer acknowledges, Buyer has not received or
50 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
51 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,
52 advice, or information concerning their current condition or future performance.

53 Buyer _____ Print _____ Date _____ a.m. p.m. ←

54 Buyer _____ Print _____ Date _____ a.m. p.m. ←

55 Seller _____ Print _____ Date _____ a.m. p.m. ←

56 Seller _____ Print _____ Date _____ a.m. p.m. ←

57 Buyer's Agent(s) _____ Seller's Agent(s) _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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