

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 from
7 residences that are not connected to public or community systems. They may include gravity flow systems, sand filter systems, alternative technology
8 treatment systems, seepage pits, cesspools, and other disposal systems. In this Septic/Onsite Sewage System Addendum (this "Sewage System
9 Addendum"), those systems are referred to as "Onsite Sewage System." The Onsite Sewage System on the Property is referred to as the "System."
10 For more information, go to Oregon Septic Smart website: <https://www.oregon.gov/deq/residential/pages/septic-smart.aspx>.

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 Buyer will pay for services.
- 27 (b) Other: (*specify*) _____
28 (*select only one*) Seller Buyer will pay 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:** Following Delivery of Seller's Notice to Buyer that services are completed, or after the Effective Date if no
33 services are being completed, Buyer will have ____ Days (twelve [12] if not filled in), in which to complete all System inspections and negotiations
34 with Seller regarding any matters disclosed in any System inspection report (the "System Inspection Period"), including the following: (*specify*
35 *inspections/test and who will pay for the services*) _____

36 Seller Buyer will pay 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 "Due Diligence," as defined in the Sale Agreement, and the provisions of Section 7 (Due Diligence Period) of
40 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 Sewage System Addendum. Neither Seller's nor Buyer's Agents are experts in Onsite Sewage Systems and should not be relied upon to
47 provide opinions, 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) _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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