

## SEPTIC/ONSITE SEWAGE SYSTEM ADDENDUM

Buyer(s) _____
Seller(s) _____
Property Address or Tax ID # _____ (the "Property")

**1. DEFINITION OF ONSITE SEWAGE SYSTEMS:** Generally, onsite sewage (or wastewater) systems collect and treat wastewater and sewage from residences that are not connected to public or community systems. They may include gravity flow systems, sand filter systems, alternative technology treatment systems, seepage pits, cesspools, and other disposal systems. In this Septic/Onsite Sewage System Addendum (this "Sewage System Addendum"), those systems are referred to as an "Onsite Sewage System." The Onsite Sewage System on the Property is referred to as the "System." For more information, go to the Oregon Septic Smart website: [www.oregon.gov/deq/residential/pages/septic-smart.aspx](http://www.oregon.gov/deq/residential/pages/septic-smart.aspx).

### 2. INFORMATION:

- (a) Inspections of Onsite Sewage Systems must be performed by a Department of Environmental Quality ("DEQ") certified professional;
- (b) There may be more than one Onsite Sewage System on a property;
- (c) Some elements of an Onsite Sewage System might not be located on the property they service; and
- (d) Oregon DEQ may require decommissioning of abandoned Onsite Sewage Systems.

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

**4. ONSITE SEWAGE SYSTEM INFORMATION PROVIDED BY SELLER:** Within \_\_\_\_\_ Business Days (three [3] if not filled in) after the Effective Date, Seller will provide Buyer with all available documentation regarding the System (the "Documents and Information"), including but not limited to the following:

## SEPTIC/ONSITE SEWAGE SYSTEM ADDENDUM

- (a) all System inspections/testing done within the last six (6) months;
- (b) any proposed new public or community sewage systems or associated assessments;
- (c) existing maintenance contracts for the System, which may be a DEQ requirement for sand filter and alternative technology systems; and
- (d) any other material information regarding the System.

**5. SYSTEM INSPECTION SERVICES:** The following services will be ordered within \_\_\_ Business Days (three [3] if not filled in) after the Effective Date by the Party paying for the service: *(select all that apply)*

- (a)  Pumping/Cleaning *(specify)* \_\_\_\_\_  
*(select one)*  Seller  Buyer will pay for service.
- (b)  Location/Accessing: If a septic company requires location or digging services at an additional expense in order to pump/clean/inspect, *(select one)*  Seller  Buyer will pay for service.
- (c)  Inspections/Test *(specify tank, scope, distribution box, leach lines, full DEQ inspection, etc.)* \_\_\_\_\_  
*(select one)*  Seller  Buyer will pay for service.
- (d)  Other *(specify)* \_\_\_\_\_  
*(select one)*  Seller  Buyer will pay for service.
- (e)  None. Buyer should seek competent professional advice before checking this option. Buyer's right to terminate this transaction based upon any test report showing a substantial deficiency in the System are described in Section 6 (Buyer's Right to Terminate Transaction). Buyer should review them carefully.

The Party responsible for payment for a service that causes material damage will restore the Property following the completion of that identified service.

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 a report during this transaction or within thirty (30) Calendar Days following termination, Buyer will promptly comply.

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## SEPTIC/ONSITE SEWAGE SYSTEM ADDENDUM

**6. BUYER'S RIGHT TO TERMINATE TRANSACTION:** Within \_\_\_\_\_ Business Days (five [5] if not filled in) after Buyer's receipt of all written reports from Buyer's and Seller's tests, Buyer will have the right to terminate this transaction by delivering to Seller OREF 109 – Notice from Buyer to Seller together with a list of substantial deficiencies identified by Buyer. Seller will have \_\_\_\_\_ Business Days (two [2] if not filled in) after those deliveries to negotiate a written agreement covering the method, cost, and financial responsibility for correcting the substantial deficiencies identified by Buyer (the "Septic Negotiation Period"). Buyer and Seller will not be obligated to reach any agreement about the deficiencies identified. If Buyer and Seller do not reach agreement by 5:00 p.m. on the last day of the Septic Negotiation Period, all Deposits will be promptly refunded to Buyer, and this transaction will terminate. Termination of this transaction will not excuse either Party from paying for any service they agreed to be responsible for in Section 5 (System Inspection Services).

**7. BUYER'S ACKNOWLEDGMENT:** The Closing of this transaction will be Buyer's acknowledgment that Buyer is satisfied with all Documents and Information received. When reviewing the Documents and Information, Buyer should keep in mind that the condition of the System may change after it has been inspected. All Documents and Information and other such information should be viewed in this light. Buyer acknowledges, Buyer has not received or 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 or this Sewage System Addendum. Seller's and Buyer's Agents are not experts in Onsite Sewage Systems and should not be relied upon to provide opinions, advice, or information concerning their current condition or future performance.

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

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

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

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

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## SEPTIC/ONSITE SEWAGE SYSTEM ADDENDUM

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