

PRIVATE WELL ADDENDUM

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

1. OREGON LAW: If this transaction includes a well that supplies domestic water to the Property, Oregon law requires Seller to have the well tested for arsenic, nitrates, and total coliform bacteria ([ORS 448.271](#)). For more information, see the [Oregon.gov](#) webpage titled "Domestic Well Testing Act and Real Estate Transactions". This only applies to wells made operational to supply groundwater for domestic purposes. Capped domestic wells on unimproved lots are not required to be tested. See website www.public.health.oregon.gov.

REPRESENTATIONS, TESTING, COOPERATION

2. SELLER REPRESENTATIONS REGARDING WELL AND WELL WATER: Seller represents to Buyer, to the best of Seller's knowledge:

- (a) the domestic well has provided an adequate supply of water to the Property throughout the year for household use;
- (b) the water is fit for human consumption; and
- (c) the continued use of the well and water complies with all applicable state and federal laws.

No other representations are made concerning the well and well water supply, except as expressly stated elsewhere in this Private Well Addendum and the Seller's Property Disclosure Statement, if applicable.

3. SELLER TESTING DUTIES: Within ___ Business Days, (five [5] if not filled in) after Buyer and Seller have signed and accepted this Private Well Addendum, Seller will, at Seller's cost:

- (a) order well water sample collection by a registered sanitarian, certified water system operator, well driller, pump installer, or lab technician before any treatment, and testing ordered with a laboratory accredited

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according to Oregon Environmental Laboratory Accreditation Program (ORELAP) standards, for arsenic, nitrate, and total coliform bacteria;

(b) submit promptly upon receipt, the results to Buyer and the Oregon Healthy Authority (the “Authority”); and

(c) complete and submit to the Authority its Water Systems Data Sheet (“Data Sheet”) which must include:

- (i) copies of the arsenic, nitrate, and total coliform bacteria lab slips, and
- (ii) the Water Resources Department well identification number, description of the Property, and location, identifying the street address, city, state, and zip code, together with the township, range, and section number.

Note: (a) If the well is in a designated area of public health concern, the Authority may require additional testing; (b) The lab tests may not be waived, even if Buyer agrees not to have the well tested; (c) If the well is not located on the Property, but it includes a legal interest to a well on adjacent property (for example an easement), the legal interest would be considered part of the Property that is the subject of this transaction, and the preceding testing and submission requirements are required. See: www.public.health.oregon.gov (search URL: Oregon Health Authority Well Testing).

Seller will (if available) provide Buyer with the following information regarding the well located on or serving the Property: *(select all that apply)*

- (a) Well logs (*specify*) _____
- (b) Well test reports (*specify*) _____
- (c) Other reports (*specify*) _____
- (d) None. Seller has no documents regarding the well.

4. BUYER TESTING DUTIES: Within ___ Business Days, (five [5] if not filled in) after Buyer and Seller have signed this Private Well Addendum, Buyer may order well water testing for quantity or quality by a qualified professional testing service.

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Buyer elects to have the following additional professional tests performed: (select all that apply and at whose expense)

- (a) Well flow Buyer's expense Seller's expense
- (b) Additional arsenic, nitrates, and total coliform bacteria
..... Buyer's expense Seller's expense
- (c) Lead Buyer's expense Seller's expense
- (d) Additional water quality Buyer's expense Seller's expense
- (e) Other (specify) _____ Buyer's expense Seller's expense
- (f) None. Buyer should seek competent professional advice before checking this option. Buyer's rights to terminate this transaction based upon any test report showing a substantial deficiency in quantity or quality of well water are set forth in Section 5. Buyer should review them carefully.

Completed tests, inspections or reports will be submitted to the other Party within forty-eight (48) hours after receipt.

TERMINATION AND WELL REGISTRATION INFORMATION

5. BUYER RIGHT OF TERMINATION: 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:

- (a) Notice of intent to declare termination together with a list of substantial deficiencies identified by Buyer; and
- (b) copies of all test reports received by Buyer.

Buyer and 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 "Negotiation Period"). Buyer and Seller will not be obligated to reach any agreement about the deficiencies identified: if Buyer and Seller do not reach

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agreement by 5:00 p.m. on the last day of the Negotiation Period, all Deposits will be promptly refunded to Buyer, and this transaction will terminate.

6. WELL REGISTRATION: If any wells located upon the Property are not currently registered as a part of the Oregon's Well Identification Program, Seller will assist Buyer, at Buyer's expense, in registering them. The preceding sentence will survive Closing of this transaction. See www.public.health.oregon.gov (search URL: Oregon Well ID Registration).

7. BUYER'S ACKNOWLEDGMENT: Buyer acknowledges the Property is served by one or more private wells. Buyer understands while Seller has represented, to the best of Seller's knowledge, the private well(s) located on or serving the Property has/have provided an adequate supply of water throughout the year for household use, and, to the best of Seller's knowledge, is/are fit for human consumption, this is not a warranty or guarantee. Natural and man-made events can and do occur which may quickly change well water quality and quantity. Events such as development and drought can affect the quality and quantity of well water. Any well test is merely a reflection of the condition of the well at that time and is not a guarantee of a well's future performance. All well tests, inspections, or reports should be viewed in this light. Buyer acknowledges Buyer has not received or relied upon any oral or written statements regarding the well(s) made by any real estate agent not expressly contained in the Sale Agreement or this Private Well Addendum. Buyer should secure expert advice. Real estate agents are not experts in well water quality or quantity.

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

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

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

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

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

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