

**2.9 ON-SITE SEWAGE ADDENDUM****1. Property Address or Description:** \_\_\_\_\_**2. Names of Parties to this Agreement:**

<b>Buyer</b> _____	<b>Seller</b> _____
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**3. Definitions and Background.** An on-site sewage system is a system for treating and disposing of human waste on-site rather than through a public or community sewer system. The system typically consists of a septic tank that separates solid and liquid waste (effluent) and a soil absorption field (drainfield/leachfield or seepage bed) that naturally treats effluent before entering the groundwater. The system may contain additional or different components including a cesspool, dosing tank, disposal trenches/leach lines, sand filter, capping fill, alternative treatment technology systems and other components (see OAR 340-071-0100). There may be multiple on-site sewage systems on the property. For more information about septic systems visit the Oregon DEQ website.

**4. Seller Representations and Duty to Provide Records.** Seller will Promptly provide Buyer with all on-site sewage maintenance, testing and repair records to which Seller has access. Seller represents that on-site sewage system and all of its components are on the subject property and are in proper working order and in compliance with all local, state and federal laws, subject to any exceptions included in the Seller's Property Disclosure Statement or listed here: \_\_\_\_\_

**5. On-Site Sewage System Evaluation.** Upon Mutual Acceptance of this addendum, Buyer will Promptly order from one or more contractors licensed to provide the service:

At ☐ Buyer's ☐ Seller's expense ☐ tank locating and digging services (if needed).  
 At ☐ Buyer's ☐ Seller's expense, a septic line scope examining the condition of the line between home and on-site sewage system.  
 At ☐ Buyer's ☐ Seller's expense ☐ Pumping/cleaning septic tank (and, if applicable, cesspool).  
 At ☐ Buyer's ☐ Seller's expense ☐ Existing System Evaluation ("Evaluation") of the on-site sewage system from a professional authorized by the Oregon DEQ to perform such services. The Evaluation will include all of the system's components unless otherwise provided here: \_\_\_\_\_

Buyer must work with Seller to schedule a reasonable time for sewage system evaluations. Seller shall not unreasonably withhold consent. Results of Evaluation will be reported on the DEQ's Existing System Evaluation report form. Seller will assist the system evaluator in obtaining information necessary to complete the report form. Buyer may be present for Evaluation.

**6. Buyer's Duty to Notify; Negotiation Period; Termination Rights.**

If Evaluation report identifies items that are unacceptable to Buyer, Buyer must Promptly notify Seller of such items.

After giving Seller notice of unacceptable septic/sewer evaluations, Buyer has ☐ **3 Business Days** or ☐ \_\_\_\_\_ **Business Days** ("Sewage Evaluation Period") to either:

- (i) Terminate the transaction at Buyer's discretion by delivering a **Form 5.3 Buyer's Notice of Termination** to Seller stating that the septic/sewer system was unacceptable. In this instance all Earnest Money shall be refunded to Buyer; or
- (ii) Negotiate and come to a written agreement with Seller about how to address conditions identified in the Evaluation that are unacceptable to Buyer.

If a written agreement is reached and mutually accepted, Buyer's right to terminate shall immediately cease. Buyer's failure to terminate in accordance with this Section constitutes Buyer's acceptance of on-site sewage system conditions. Upon Seller's request, Buyer must provide Seller with a copy of evaluation report if Seller does not already have one.

**7. Buyer Acknowledgements.** Buyer acknowledges that Seller representations are not warranties and that on-site sewage system conditions can change over time. Past or current performance of the on-site sewage system is not a guarantee of future performance. Buyer has reviewed information regarding on-site sewage system from Oregon's Seller Property Disclosure Statement, if provided. Buyer has reviewed the Oregon DEQ "Be Septic Smart" brochure for home buyers. Buyer understands that owners of certain on-site sewage systems, including sand filter systems permitted on or after January 2, 2014 and all alternative treatment technology systems, are required by law to maintain an annual service contract with a certified maintenance provider.

**8. By mutually accepting the above terms, the Parties agree to the terms of this Addendum and make it part of the above referenced Sale Agreement:**

Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_ Seller: \_\_\_\_\_ Dated: \_\_\_\_\_

Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_ Seller: \_\_\_\_\_ Dated: \_\_\_\_\_

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Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_ Seller: \_\_\_\_\_ Dated: \_\_\_\_\_