

**SUBSURFACE SEWAGE TREATMENT
SYSTEM AND WELL INSPECTION
CONTINGENCY ADDENDUM**

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1. Date _____

2. Page _____

3. Addendum to Purchase Agreement between Buyer(s) and Seller(s), dated _____, 20 _____,
4. pertaining to the purchase and sale of the property at _____
5. _____.

6. **For the purposes of this Addendum, "Business Days" shall end at 11:59 p.m. and do not include Saturdays,**
7. **Sundays and state and federal holidays.**

8. Seller has previously disclosed that a subsurface sewage treatment system and/or private well exists on, or serves,
9. the property. This Purchase Agreement is contingent upon inspection(s) of the subsurface sewage treatment system
10. and/or private well to determine the condition or status of the following checked items.

11. If the appropriate test(s)/inspection(s) checked below are not done and results provided within the time specified,
12. or waived in writing by Buyer, then the party not responsible for obtaining the test/inspection may declare this Purchase
13. Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which
14. case this Purchase Agreement is canceled. If the party declares this Purchase Agreement canceled, Buyer and Seller
15. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
16. money paid hereunder to be refunded to Buyer.

17. *(Check all that apply.)*

18. **SUBSURFACE SEWAGE TREATMENT SYSTEM:**

19. All test(s)/inspection(s) shall be done and results provided to Buyer within _____ Business Days of Final Acceptance
20. of this Purchase Agreement.

21. **BUYER** **SELLER** AGREES TO OBTAIN (AND PROVIDE TO BUYER) A LICENSED INSPECTOR'S SEPTIC
-----*(Check one.)*-----
22. SYSTEM INSPECTION REPORT OR NOTICE INDICATING IF THE SYSTEM COMPLIES WITH APPLICABLE
23. REGULATIONS WITHIN THE TIME SPECIFIED ABOVE.

24. **NOTICE: A VALID CERTIFICATE OF COMPLIANCE FOR THE SYSTEM MAY SATISFY THIS OBLIGATION.**

25. If the inspection report indicates that the subsurface sewage treatment system is not in compliance with applicable
26. regulations, then the parties may agree in writing on or before the date of closing, to either:

27. (1) negotiate an allocation between Buyer and Seller of those costs necessary to bring the subsurface sewage
28. treatment system into compliance with applicable regulations;
29. or

30. (2) Seller shall provide for the payment of said costs;
31. or

32. (3) Buyer shall assume full responsibility of said costs;
33. or

34. (4) OTHER: _____
35. _____

36. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice
37. to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
38. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign
39. a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder
40. to be refunded to Buyer.

41. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
42. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

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43. Date _____

44. Page _____

45. **PRIVATE WELL:**

46. All test(s)/inspection(s) shall be done and results provided to Buyer within _____ Business Days of Final Acceptance
47. of this Purchase Agreement.

48. **BUYER** **SELLER** AGREES TO OBTAIN (AND PROVIDE TO BUYER) A WATER QUALITY TEST WITHIN
49. _____(Check one.)_____
THE TIME SPECIFIED ABOVE.

50. If the water quality test results show the water is not potable or otherwise not in compliance with governmental
51. water quality standards, then the parties may agree in writing, on or before the date of closing, to either:

52. (1) negotiate an allocation between Buyer and Seller of those costs necessary to bring the water into potable
53. condition and into compliance with governmental water quality standards;
54. or

55. (2) Seller shall provide for the payment of said costs;
56. or

57. (3) Buyer shall assume full responsibility of said costs;
58. or

59. (4) OTHER: _____

60. _____

61. _____

62. _____

63. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice
64. to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
65. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign
66. a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder
67. to be refunded to Buyer.

68. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)

69. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)

70. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
71. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**