



## 2.9 ON-SITE SEWAGE ADDENDUM

1 **1. Property Address or Description:** \_\_\_\_\_

2 **2. Names of Parties to this Agreement:**

3 <b>Buyer</b> _____	<b>Seller</b> _____
4 <b>Buyer</b> _____	<b>Seller</b> _____
5 <b>Buyer</b> _____	<b>Seller</b> _____
6 <b>Buyer</b> _____	<b>Seller</b> _____

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

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

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

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

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

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

29 If Evaluation report identifies items that are unacceptable to Buyer, Buyer must promptly notify Seller of such items.  
30 After giving Seller notice of unacceptable septic/sewer evaluations, Buyer has  **3 Business Days** or  \_\_\_\_\_ **Business Days** ("Sewage  
31 Evaluation Period") to either:  
32 (i) Terminate the transaction at Buyer's discretion by delivering a **Form 5.3 Buyer's Notice of Termination** to Seller stating that  
33 the septic/sewer system was unacceptable. In this instance all Earnest Money shall be refunded to Buyer; or  
34 (ii) Negotiate and come to a written agreement with Seller about how to address conditions identified in the Evaluation  
35 that are unacceptable to Buyer.

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

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

45 **8. By signing below, the Parties agree to the terms of this addendum and make it part of the above referenced Sale Agreement:**

46 Buyer: _____	Dated: _____	Seller: _____	Dated: _____
47 Buyer: _____	Dated: _____	Seller: _____	Dated: _____
48 Buyer: _____	Dated: _____	Seller: _____	Dated: _____
49 Buyer: _____	Dated: _____	Seller: _____	Dated: _____