



## SEPTIC INSPECTION ADDENDUM

(This Addendum Is To Be Used On All Properties Served By A Septic System)

This Septic Inspection Addendum ("Addendum") is made on \_\_\_\_\_ to a Sales Contract ("Contract") dated \_\_\_\_\_ between \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Seller") for the purchase and sale of Property:

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1. Purchaser ☐ WAIVES (purchaser's initial): \_\_\_\_\_ OR ☐ DESIRES (purchaser's initial): \_\_\_\_\_ a professional septic inspection. If neither box is checked and initialed, this paragraph does not apply.

### A. SEPTIC INSPECTION

The Contract is contingent ("Septic Inspection Contingency") until \_\_\_\_\_ Days after Date of Ratification ("Septic Inspection Deadline") upon inspection of the septic system ("Septic Inspection") by an accredited septic inspector as defined in Virginia Code Section 59.1-310.9 ("Septic Inspector") at Purchaser's discretion and expense. Purchaser will provide notice to Seller within \_\_\_\_\_ Days of Date of Ratification of the general type and date of the septic inspection that will be performed. Seller will remove any reasonably moveable landscaping, personal property, or other non-permanent improvement that impedes the septic inspection. If, for any reason, Seller does not remove such impediments, the Septic Inspection Deadline will be extended for an additional \_\_\_\_\_ Days. If the Seller has a maintenance contract on an alternative septic system, the Seller agrees to provide the Purchaser a copy within \_\_\_\_\_ Days after Date of Ratification (if no amount is entered in this space, the parties agree it shall be 7 Days).

If the results of the inspection reveal deficiencies in the septic system, Purchaser may provide Seller an entire copy of the report ("Report") and a proposed addendum in writing listing the specific existing deficiencies that Purchaser requests Seller to remedy together with Purchaser's proposed remedies (if any) prior to the end of the Septic Inspection Deadline. Delivery of the Report, deficiencies and proposed remedies (if any) shall trigger the Septic Negotiation Period under Section "C" below.

The term "deficiencies" shall apply to those items that could affect the decision of a reasonable person to purchase the Property, but shall not include cosmetic items, matters of preference, or grandfathered systems or features that are properly functioning but would not comply with current building codes if constructed or installed today, and shall not include systems or features that are properly permitted and functioning. If a system is near, at, or beyond its projected life and properly functioning, such system will not be deemed a deficiency as defined herein.

### B. PURCHASER REQUIREMENTS

If Purchaser a) fails to obtain a Septic Inspection prior to the Septic Inspection Deadline, b) fails to provide a copy of the Septic Inspection report to Seller prior to the end of the Septic Inspection Deadline, c) fails to provide a proposed Removal Addendum, as defined in Section "C" below, prior to the end of the Septic Inspection Deadline, or d) fails to terminate the Contract within 3 days after the end of the Septic Negotiation Period, this Septic Inspection Contingency will automatically expire and or be considered waived by the Purchaser and Contract will remain in full-force and effect with no further Septic Inspection Contingency. Any notices required herein shall be in writing, and delivery to an agent of a party to the transaction shall qualify as notice. Notices may be transmitted by email, so long as delivery to a party is demonstrated.

C. SEPTIC NEGOTIATION PERIOD

Upon delivery of the Report, listing of deficiencies and proposed remedies by the Purchaser to the Seller, the parties shall have \_\_\_\_\_ Days ("Septic Negotiation Period") to negotiate a mutually acceptable agreement addressing the deficiencies noted in the Report or otherwise detailed by the Purchaser or agreeing to other remedies relating to the septic system deficiencies which are mutually agreeable to the parties ("Removal Addendum"). At any time during the Septic Negotiation Period, Purchaser or Seller may make, rescind, or alter as many offers and counter-offers as desired to reach mutually acceptable terms. Purchaser and Seller may agree on terms by signing the Removal Addendum describing agreed upon deficiencies and remedies within Septic Negotiation Period

D. PURCHASER'S ELECTION

If, at the end of the Septic Negotiation Period, the Parties are unable to reach a mutual written agreement, Purchaser shall have the option to terminate the Contract by delivering notice to the Seller within 3 days following the end of the Septic Negotiation Period, otherwise the Septic Inspection Contingency shall expire and be removed and the Contract will remain in full force and effect.

E. INDEMNIFICATION

Purchaser agrees to indemnify and hold Seller, Listing Firm and Selling Firm harmless from and against any and all claims, liability, loss, actions and suits resulting from the performance of the septic inspections, and agrees to repair any material damage caused as a result of the actions of Purchaser or the Septic Inspector on the Property in connection with this Addendum.

2. EARNEST MONEY DEPOSIT

In the event that Purchaser terminates this contract under the terms of this addendum, a Release shall be signed by both parties and the Deposit shall be returned as provided in the Contract or this Agreement.

3. INDEMNIFICATION: REPAIR OBLIGATION

Purchaser agrees to indemnify and hold Seller, Listing Broker and Selling Broker (and their directors, officers, agents and employees) harmless from and against any and all claims, liability, loss, actions and suits resulting from the performance of the septic inspections, and agrees to repair any material damage caused as a result of the actions of Purchaser or its contractors on the Property in connection with this Addendum.

**SELLER:**

\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_  
Date                      Signature

**PURCHASER:**

\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_  
Date                      Signature