



VIRGINIA REALTORS®
SEPTIC INSPECTION CONTINGENCY ADDENDUM



(This is a legally binding contract. If you do not understand any part of it, please seek competent advice before signing.)

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

1. SEPTIC INSPECTION

The Contract is contingent ("Septic Inspection Contingency") until _____ Days after Date of Ratification ("Septic Inspection Deadline") upon inspection of the Property by a licensed onsite sewage system operator, onsite sewage system installer, or onsite soil evaluator ("Septic Inspector"). Purchaser at Purchaser's sole expense or Seller at Seller's sole expense ("Responsible Party") shall retain _____ to inspect the on site sewage system. Seller will remove any landscaping, personal property, or 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 Parties do not identify a Septic Inspector above, the party responsible for conducting the Septic Inspection shall select a Septic Inspector.

For the purposes of the septic inspection, "readily accessible" means approachable or enterable for inspection without the risk of damage to any property or alteration of the accessible space, equipment, or opening.

The Septic Inspection shall consist of all readily accessible and openable components, including septic tanks, pump tanks, distribution devices, treatment units, control panels, dispersal fields, and [check all boxes that apply]:

pumping the Septic Tank (declining this option requires a separate disclosure provided by the Septic Inspector)

If Seller is responsible for the Septic Inspection, he/she will deliver the inspection report to the Purchaser no fewer than _____ Days prior to the Septic Inspection Deadline. If Seller does not deliver the inspection report within such time, Purchaser may, prior to Septic Inspection Deadline: (i) order a Septic Inspection on behalf of Seller and at Seller's expense and Seller's sole risk of damage to the Property, after which Septic Inspection Deadline shall be extended for an additional _____ Days; or (ii) deliver Notice to Seller voiding the Contract under this Addendum.

If Purchaser is responsible for the Septic Inspection, he/she will deliver to Seller, prior to the Septic Inspection Deadline: (i) an entire copy of the inspection report and a written addendum listing the recommended repairs, maintenance, or replacement of the system that Purchaser wants Seller to complete ("Septic Inspection Contingency Removal Addendum"); or (ii) an entire copy of the inspection report and Notice terminating the Contract under this Addendum.

The inspection report shall be in conformance with §59.1-310.9(B)(4). If the operation permit is not made available by the appropriate health department within 10 business days of ordering, the records may be deemed unavailable.

2. NEGOTIATION PERIOD

If Purchaser submits a written inspection report with requested repairs or remediations, the Parties have _____ Days after Purchaser's delivery of the Septic Inspection Contingency Removal Addendum to negotiate a mutually-acceptable Septic Inspection Contingency Removal Addendum ("Negotiation Period"). At any time during the 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 Septic Inspection Contingency Removal Addendum describing the agreed-upon deficiencies and remedies during the Negotiation Period.

3. PURCHASER'S ELECTION

If, at the end of the Negotiation Period, the Parties are unable to reach an agreement, Purchaser shall have the option to terminate the Contract by delivering notice to Seller within _____ Days following the end of the Negotiation Period. If Purchaser does not do this, the Septic Inspection Contingency will be removed.

4. 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 to Purchaser OR Seller.

5. INDEMNIFICATION AND REPAIR OBLIGATION

The Parties agree that the Responsible Party for any Septic Inspection under paragraph 1 of this Addendum will indemnify and hold harmless the other Party, Listing Firm, and Selling Firm from and against any and all claims, liability, loss, actions, and suits resulting from the performance of the inspections, and agrees to repair any damage caused as a result of the actions of Responsible Party, Inspector, or Inspector's agents in connection with this Addendum. This could include extensive repairs if the septic system is damaged during the inspection.

6. MISCELLANEOUS

The Parties agree that this addendum and any other relevant provisions shall be shared with the Septic Inspector for the purpose of providing the agreed upon scope of services.

PURCHASER:

SELLER:

DATE _____		DATE _____	
	PURCHASER		SELLER
DATE _____		DATE _____	
	PURCHASER		SELLER
DATE _____		DATE _____	
	PURCHASER		SELLER
DATE _____		DATE _____	
	PURCHASER		SELLER

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