

SEPTIC INSPECTION CONTINGENCY ADDENDUM (OPTIONAL)

ADDENDUM TO CONTRACT OF SALE, dated _____

By & between (SELLER) _____

and (BUYER) _____

concerning property known as _____

Buyer and Seller agree that this Contract of Sale is contingent until 9:00 p.m. on the twenty-first (21) day after Contract acceptance date to allow a septic system inspection of the subject property by an inspector who has completed the mandatory requirements established by the Maryland Department of the Environment as evidenced by verification by the Maryland Department of the Environment or local county environmental health department that maintains a current list of approved individuals. Said inspection to be conducted at sole expense of Buyer. Seller hereby grants unto Buyer and Buyer's inspector(s) the right to enter the property to perform said inspections. Seller shall have the utilities in service at the time of this inspection.

Said inspection to include items initialed below:

- ____ / ____ A file search of health department records to include publicly available records regarding permits, plats, perk tests, repairs, modifications and complaints.
- ____ / ____ An owner and/or tenant interview to include information regarding problems, maintenance, and usage.
- ____ / ____ A field examination to include opening, pumping, cleaning and inspecting the septic tank and a septic dye check examination of the drain field.
- ____ / ____ A report to certify the findings.

Buyer/Buyer's Agent shall order said inspection within five (5) days of Contract acceptance date. **FAILURE TO ORDER SEPTIC INSPECTION WITHIN FIVE (5) DAYS OF CONTRACT ACCEPTANCE DATE IS AN AUTOMATIC WAIVER OF THIS CONTINGENCY.**

Seller and Buyer are aware that placement records of septic location may not be available and added expense may be incurred in locating and accessing the septic system. **BUYER, AT BUYER'S EXPENSE, WILL RESTORE THE PREMISES TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO TESTING AND IS RESPONSIBLE FOR THE COSTS OF ALL INSPECTIONS UNDER THIS ADDENDUM.**

In the event of an unsatisfactory inspection, as determined by Buyer and in Buyer's sole discretion, the Buyer may deliver written notice to Seller within said contingency period and elect one of the following options:

1. Accept the property with existing defects. If no written notice is received from Buyer within said contingency period, this contingency shall be deemed waived and this Contract of Sale shall be in full force and effect.
2. Declare the Contract of Sale null and void by providing Seller or Seller's agent written notice within said inspection contingency period that the septic inspection was unsatisfactory, whereupon the Deposit shall be released and returned to Buyer upon Seller's receipt of a copy of the entire septic inspection report. If this Contract of Sale is declared null and void, the parties agree to promptly execute such documents as may be necessary for return of all earnest money deposits to Buyer, together with accrued interest (if applicable), and release of liability, and any and all right, title and interest of Buyer in the Property shall be extinguished (including equitable title) and the deposit shall be refunded to Buyer in accordance with the release.
3. Notify Seller or Seller's agent in writing within this contingency period and provide a copy of the entire inspection report with a request for Seller to repair said defects. The Seller shall have until 9:00 pm on the fifth (5th) day after receipt of notice from Buyer to elect, in writing, to either complete and repair said defects or not. In the event Seller refuses to repair said defects, Buyer shall have the right to cancel this Contract of Sale until 9:00 pm on the fifth (5th) day from receipt of Seller's notice. If Seller does not receive written notice from Buyer within said inspection contingency period declaring this Contract of Sale null and void, this contingency shall be deemed waived and the Contract of Sale shall be in full force and effect. If no written notice is received by Buyer from Seller within the days allotted to Seller, Seller's option to refuse to complete repairs shall be deemed waived and Seller shall have agreed to complete and repair all defects in a workmanlike manner, prior to settlement. If Buyer declares this Contract of Sale null and void, the parties agree to promptly execute such documents as may be necessary for return of all earnest money deposits to Buyer, together with accrued interest (if applicable), and release of liability, and any and all right, title and interest of Buyer in the Property shall be extinguished (including equitable title) and the deposit shall be refunded to Buyer in accordance with the release.

TIME IS OF THE ESSENCE WITH REGARD TO THIS ADDENDUM.

Seller Date Buyer Date

Seller Date Buyer Date

DATE OF ACCEPTANCE _____ TIME _____ BY _____

