

Preamble

1 This Septic System / Water Well System Addendum ("Addendum") is made part of the Purchase Contract dated
2 _____ ("Contract") between _____ ("Buyer") and
3 _____ ("Seller"), concerning the Property located at
4 _____ ("Property") and the following
5 terms, conditions, and contingency are included as part of the Contract.
6 In the event of any conflict or ambiguity between the terms of the Contract and this Addendum, the terms of this
7 Addendum shall govern.

On-Site Wastewater Treatment Facility (Septic System)

8 **Advisory:** Buyer is advised and hereby acknowledges that the Property is served by an On-Site Wastewater
9 Treatment Facility (OSWTF). Information regarding such systems may be found at: <https://www.azdeq.gov>

10 **Inspection:** Pursuant to A.A.C. § R18-9-A316, within **6 months** before a property is transferred, Seller must retain
11 a qualified inspector to perform a transfer of ownership inspection unless the system was not put into service prior
12 to the property transfer. Seller agrees to have an inspection of the OSWTF completed no later than:
13 _____ days after Contract Acceptance or _____ days prior to the Close of Escrow Date.

14 **Inspection Fee:** The OSWTF inspection fee shall be paid by: Buyer Seller Buyer and Seller pay
15 50% each

16 **ADEQ Notice of Transfer Fee:** Arizona law requires the Buyer to submit a Notice of Transfer to the Arizona
17 Department of Environmental Quality (ADEQ) or the delegated County agency within **15 days** of purchase. The
18 statutory fee for this transfer shall be paid by: Buyer Seller Buyer and Seller pay 50% each

19 **Pumping:** Seller agrees to have the OSWTF pumped at the time of inspection unless a circumstance as specified
20 on the ADEQ Report of Inspection form applies.

21 **Documents:** Seller shall deliver to Buyer any documents in Seller's possession relating to permitting, operation
22 and maintenance of the OSWTF within **3 days** after Contract Acceptance. Seller shall deliver to Buyer a
23 completed copy of the Report of Inspection form within **3 days** of receipt of the Report from the Inspector.

24 **Buyer Disapproval of Report of Inspection:** If the ADEQ Report of Inspection is returned with a status of either
25 "Functional with Concerns" or "Not Functional": (i) Buyer shall have **5 days** from receipt of the Report to deliver
26 a written disapproval to Seller identifying the items to be corrected. (ii) Seller shall have **5 days** from receipt of
27 Buyer's notice to agree in writing to correct the items prior to Close of Escrow. (iii) If Seller refuses to correct
28 the items or fails to respond within the **5 day** period, Buyer may cancel the Contract and receive a refund of the
29 Earnest Money.

[Remainder of page intentionally left blank]

Buyer Initials _____

Seller Initials _____

Additional Terms & Conditions

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Signatures

43 **CONSULT AN ATTORNEY BEFORE SIGNING:** Real estate brokers and agents are not qualified to provide financial, legal, or tax advice regarding this real estate transaction. READ THIS FORM CAREFULLY.

Buyer Signature

Date

Buyer Signature

Date

Buyer Signature

Date

Buyer Signature

Date

Seller Signature

Date

Seller Signature

Date

Seller Signature

Date

Seller Signature

Date