



NEW JERSEY REALTORS®
ADDENDUM REGARDING PRIVATE SEWAGE DISPOSAL
(OTHER THAN CESSPOOL)

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This Addendum is attached to and made a part of either the New Jersey Realtors® Standard Form of Real Estate Sales Contract, Form 118 or the New Jersey Realtors® Standard Form of Real Estate Sales Contract for Vacant One-Family Lots, Form 141 (the "Contract"). If this Addendum conflicts with the Contract, then this Addendum shall control.

(A) Seller represents to Buyer that the Property is serviced by a private subsurface sewage disposal system (the "Septic System"), other than a Cesspool.

(B) ☐ Buyer waives the right to investigate and/or test the Septic System.

(C) ☐ Buyer is exercising the right, at Buyer's sole expense, to inspect and test the Septic System (the "Tests"). All Tests shall be conducted by reputable firms and individuals that possess the required training, experience, certifications, licenses, insurance and other qualifications to conduct the Tests in a safe and competent manner. All Tests shall also be conducted in compliance with all applicable laws and regulations. Buyer, at Buyer's sole expense, shall promptly repair any damages to the Property or the Septic System caused by Buyer or Buyer's consultants, inspectors or other individuals dealing with the Septic System on Buyer's behalf and promptly restore the Property and Septic System to their condition existing prior to the Tests. Buyer's obligations in this Section (C) shall survive the Closing or cancellation of this Contract.

1. The Tests shall be conducted and a report delivered by Buyer to Seller within ____ (if left blank, then 10) calendar days after the attorney-review period is completed, or, if this Contract is timely disapproved by an attorney, as provided in the Attorney-Review Clause Section of this Contract, then within ____ (if left blank, then 10) calendar days after the parties agree to terms of this Contract, and Buyer shall use best efforts to obtain it. At the time the report is delivered to Seller, Buyer shall notify Seller in writing whether Buyer is satisfied with the Tests. If Buyer is satisfied with the Tests, the parties shall proceed with this Contract.

2. If Buyer is not satisfied with the Tests, then Buyer may elect, in a written notice to Seller delivered with the report, to either (a) request a credit against the Purchase Price from Seller for the amount that the firm or individual retained by Buyer estimates it will cost to correct any problems relating to the Septic System identified in the report, (b) request that Seller correct the problems identified in the report at Seller's cost prior to the Closing (the "Septic System Work"), or (c) cancel this Contract. If this Contract is cancelled pursuant to this paragraph (C) 2, then all deposit monies will be returned to Buyer, provided Buyer has complied with Buyer's obligations to repair and restore the Property set forth in this Section (C) and, after the deposit monies are returned to Buyer, neither party shall have any further rights or obligations under this Contract, except those that expressly survive cancellation. If Buyer is given a credit against the Purchase Price, Buyer shall be responsible for correcting the problems identified in Buyer's report and any problems encountered during the performance of the Septic System Work and obtaining any and all applicable permits.

3. If Buyer makes a request to Seller pursuant to paragraph (C) 2 (b), Seller may elect, in a written notice to Buyer, to either (a) cancel this Contract or (b) attempt to negotiate an amendment of this Contract mutually acceptable to the parties to undertake the Septic System Work. If the parties do not fully execute a mutually acceptable amendment to the Contract within ____ (if left blank, then 10) calendar days of Buyer's request that Seller conduct the Septic System Work or provide Buyer a credit, then either party may cancel this Contract. If either party cancels this Contract pursuant to this paragraph, then all deposit monies will be returned to Buyer, provided Buyer has complied with Buyer's obligations to repair and restore the Property set forth in Section (C) and, after the deposit monies are returned to Buyer, neither party shall have any further rights or obligations under this Contract, except those that expressly survive cancellation.

4. If Seller agrees to be responsible for correcting the problems identified in Buyer's report or any problems encountered during the performance of the Septic System Work and (a) the problems are not corrected and any and all applicable permits issued within ____ (if left blank, then 10) calendar days from Seller's agreement to perform the Septic System Work, (b) Seller incurs more than \$ ____ to complete the Septic System Work, or (c) Buyer disputes the adequacy or sufficiency of the Septic System Work, then either party shall have the right to cancel this Contract by written notice to the other. If either party cancels this Contract pursuant to this paragraph, then all deposit monies will be returned to Buyer, provided Buyer has complied with its obligations to repair and restore the Property as set forth in this Section (C) and, after the deposit monies are returned to Buyer, neither party shall have any further rights or obligations under this Contract, except those that expressly survive cancellation.

57 5. If Buyer proceeds with this Contract and purchases the Property, Buyer shall purchase the Septic System in its "as is" conditions, and
58 Buyer shall waive any and all rights or claims with respect to Seller concerning the condition of the Septic System and compliance of the
59 Septic System with any and all applicable laws.
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61 **WITNESS:**

62	_____	_____	_____
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65		BUYER	Date
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