



NEW JERSEY REALTORS®  
ADDENDUM REGARDING PRIVATE WELL TESTING

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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.

This Addendum is applicable if the Property's potable water supply is provided by a private well located on the Property (or the potable water supply is a well that has less than 15 service connections or does not regularly serve an average of at least 25 individuals daily at least 60 days a year).

Pursuant to the Private Well Testing Act, N.J.S.A. 58:12A-26 to 37, and regulations, N.J.A.C. 7:9E - 2.1 to 5.1, if this Contract is for the sale of real property whose potable water supply is provided from a private well and the analytical results of prior water tests no longer are valid, a test on the water supply must be performed by a laboratory certified by NJDEP. Seller shall order the new test or, if applicable, provide Buyer with the valid prior water test within seven (7) business 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 seven (7) business days after the parties agree to the terms of this Contract. Seller agrees to procure the test, at Seller's sole cost and expense, and to provide a copy of the test results to Buyer within seven (7) business days after receiving the report(s). The test shall cover the parameters set forth in the Act and regulations. As required in the Act, prior to the Closing, Seller and Buyer shall each certify in writing that they have received and read a copy of the water test results.

If any of the water tests do not meet applicable standards at the time Seller provides the water test results to Buyer, Seller shall notify Buyer, in writing, that Seller agrees to cure or correct said conditions in the water test results. If Seller fails to notify Buyer of Seller's agreement to cure or correct, such failure to so notify shall be deemed to be a refusal by Seller to cure or correct. If Seller shall fail to agree to cure or correct any of the conditions set forth in the water test results within seven (7) business days or if the condition is incurable and is of such significance as to unreasonably endanger the health of Buyer, Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) business days thereafter. If Buyer fails to void this Contract within the seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract and this Contract shall remain in full force, and Seller shall be under no obligation to correct or cure any of the conditions set forth in the water test results. If Seller agrees to correct or cure such conditions, all such remediation shall be completed by Seller prior to the Closing.

WITNESS:

|       |        |       |      |
|-------|--------|-------|------|
| _____ | BUYER  | _____ | Date |
| _____ | BUYER  | _____ | Date |
| _____ | BUYER  | _____ | Date |
| _____ | BUYER  | _____ | Date |
| _____ | SELLER | _____ | Date |
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| _____ | SELLER | _____ | Date |

