

ON-SITE WASTEWATER TREATMENT FACILITY ADDENDUM

Document updated:
October 2006



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



- 1. Seller: _____
- 2. Buyer: _____
- 3. Premises Address: _____
- 4. Date: _____

5. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above 6. referenced Premises.

7. An On-Site Wastewater Treatment Facility (conventional septic or alternative system) ("Facility") has been installed on the 8. Premises/Property. The Arizona Department of Environmental Quality ("ADEQ") rules require a pre-transfer inspection and transfer 9. of ownership of the Facility whenever a Premise/Property is sold or otherwise transferred.

10. **Facility Documents:** Seller shall deliver to Buyer copies of all documents pertaining to the Facility in Seller's possession within five (5) 11. days after Contract acceptance. Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after 12. receipt of the documents, whichever is later.

13. **Facility Inspection:** Seller shall have the Facility inspected at Seller's expense within six (6) months prior to Close of Escrow, but in no 14. event later than **three (3) days prior to Close of Escrow**, by an inspector recognized by the applicable governmental authority as qualified 15. to inspect the type of Facility installed on the Premises. Seller shall deliver the completed report of inspection to the Buyer upon receipt.

16. **Repair Costs:** Seller shall pay for repairs to correct physical or operational deficiencies in the Facility identified by the Facility 17. inspector, provided that such repairs do not exceed one percent (1%) of the purchase price or \$ _____ . 18. If repair costs exceed the amount that the Seller agrees to pay: (i) Buyer may immediately cancel this Contract or (ii) Seller may cancel 19. this Contract unless Buyer agrees in writing to pay such costs in excess of the amount that the Seller is obligated to pay.

20. **Notice of Transfer:** Buyer shall deliver to Escrow Company a completed Arizona Department of Environmental Quality Notice of 21. Transfer of Ownership of an On-Site Wastewater Treatment Facility form ("Notice of Transfer") prior to Close of Escrow. Escrow 22. Company is instructed to file the Notice of Transfer and the filing fee(s) with the applicable governmental authority **at Close of Escrow**.

23. **Notice of Transfer Filing Fee:** The Notice of Transfer Filing Fee and any other Facility transfer of ownership fees shall be paid by: 24. Buyer Seller

25. **Additional Terms:** _____

26. _____

27. _____

28. _____

29. _____

30. _____

31. ^ BUYER'S SIGNATURE _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR

32. ^ SELLER'S SIGNATURE _____ MO/DA/YR ^ SELLER'S SIGNATURE _____ MO/DA/YR

For Broker Use Only:			
Brokerage File/Log No. _____	Manager's Initials _____	Broker's Initials _____	Date _____
(Added February 2012)			MO/DA/YR

