



**SEPTIC/WELL RIDER
REAL ESTATE PURCHASE CONTRACT
Connecticut REALTORS®**



General Provisions

Seller shall grant reasonable access to the property to Buyer and Buyer's inspectors and laboratories for the purpose of conducting the inspections and taking samples to perform tests required by this Rider. If Buyer does not give Seller the written notice required by this Rider on or before the applicable Contingency Date(s), Seller shall have no responsibility or obligation concerning any condition to which this Rider applies. In the event that the Agreement becomes null and void for any reasons set forth in this Rider, all monies paid as deposit(s) shall be promptly returned to Buyer and neither party shall have any further obligation to the other under this Contract. Seller and Buyer agree to provide such written permissions for release of escrow monies as required by law or as escrow agent may reasonably require. The parties agree that escrow agent shall not be liable for the release of escrow monies in accordance with this Rider or for errors of judgment in the release of escrowed deposits unless such errors are the result of gross or intentional misconduct.

In consideration of the rights of inspection, and whether Buyer exercises such rights or not, Buyer hereby releases Seller, Broker and Co-Broker (if any) from any and all liability related to the conditions included in this Rider of which Seller, Broker or Co-Broker, as the case may be, had no actual knowledge before the execution of this Contract. This release shall survive delivery of the deed.

(Check the applicable Contingency)

SEPTIC SYSTEM CONTINGENCY

This Contract is contingent upon a satisfactory inspection of the septic system, including all components and leaching field(s) showing results that are satisfactory based on requirements published by the State of Connecticut or municipality in which the property is located, as applicable to the subject property, to be performed by a licensed septic system inspector. Buyer shall arrange and pay for the inspection. Buyer Seller shall pay for digging associated with the inspection. Buyer Seller shall pay for any cleaning or pumping of the septic system that is recommended by the inspector and/or that is required in order to perform the inspection. Seller shall pay for retrofitting the septic tank with a riser if a riser is required under the Connecticut Public Health Code (PHC). However, if the system has been pumped within six (6) months prior to the date of the inspection, Buyer shall pay to have the subsurface sewage disposal system pumped if necessary, to perform the inspection.

A report of the inspection shall be completed within _____ calendar days after the date that this contract is fully executed (Contingency Date). If the report reveals that the septic system is not in proper working condition, then Buyer shall immediately provide Seller with a copy of the entire report and any repair requests. If Seller and Buyer cannot come to a mutually satisfactory agreement concerning repairs to the septic system and any restoration of the leaching area needed as a result of such repairs, then Buyer may terminate this Contract by giving Seller and Broker written notice within five (5) calendar days of the Contingency Date above.

Pursuant to section 19-13-B103d(b) of the PHC and Subsection X of the "Technical Standards for Subsurface Sewage Disposal Systems" published by the Commissioner of Public Health, discharges of wastewaters from water treatment systems (e.g., water softeners, iron or manganese removal filters) to surface waters, sanitary sewer systems, subsurface sewage disposal systems or to the ground surface are prohibited unless otherwise authorized by the Department of Energy and Environmental Protection (DEEP).

Other tests or inspections deemed necessary by municipality, inspector or lender.



WELL INSPECTION CONTINGENCY

This Contract is contingent upon an inspection of the well water system, including all components and/or a yield test showing results that are satisfactory based on requirements published by the State of Connecticut or municipality in which the property is located, as applicable to the subject property, to be performed by a licensed well inspector at Buyer's expense. The inspection shall be arranged and paid for by Buyer.

A report of the test shall be completed within _____ calendar days after the date that this contract is fully executed (Contingency Date). All tests shall be in conformity with the levels required by the municipal health authority having jurisdiction over the private water supply system, and as required by the Connecticut Public Health Code (PHC). Where the municipal health authority has no guideline or standard for private water supply systems for the item tested, the levels required by the PHC shall be used. Any radon concentration test of a private water well shall meet PHC guidelines indicating the measurement is equal or less than 5,000 pCi/l. If the report reveals that the condition of the well system serving the Property, or the pressure or yield per minute of the water is unsatisfactory, or that any contaminants in the water including Volatile Organic Chemicals, exceed maximum contaminant levels established under the PHC for private water supply systems, then Buyer shall immediately provide Seller with a copy of the entire report. If Seller and Buyer cannot come to a mutually satisfactory agreement concerning any deficiencies noted in such report, then Buyer may terminate this Contract by giving Seller and Broker written notice within five (5) calendar days of the Contingency Date above.

Other tests or inspections deemed necessary by municipality, inspector or lender.

Any inspection of the well system may be subject to Section 19-13-B101(d)(2) of the PHC, which requires that the results of private residential well inspections performed within six (6) months of the sale of property be reported to the municipal public health authority where the property is located.

Pursuant to Connecticut General Statutes Section 19a-37(d), Seller hereby advises Buyer that educational material concerning private well testing is available on the Connecticut Department of Public Health website.

_____ (Buyer Initials) If the property contains a private or semipublic well, Buyer acknowledges receipt of the educational materials prepared by the CT Department of Public Health advising of the importance of well water testing and the website for more information.

BUYER

SELLER

Date: _____

Date: _____