



WELL AND/OR SEPTIC ADDENDUM



This Addendum is attached to and made a part of a certain Purchase Agreement between the undersigned parties dated _____ covering property commonly known as _____

Please be advised that it is mutually understood and agreed between Buyer and Seller that they have been directed to the Seller's Disclosure Statement for information about the well and/or septic system. The condition, as stated in the Seller's Disclosure Statement, makes no warranty or guarantee whatsoever that such systems will continue to function beyond the date of closing. Such disclaimer is necessary as a result of the recognition that well and septic systems are subterraneous and that neither the Seller nor the Broker can project or guarantee the performance of such system. Buyer understands and acknowledges that the well and/or septic system may not meet current Michigan and/or local county codes and standards. All risk of failure from date of closing shall be upon the Buyer.

- YES, the subject property is located in Macomb, Washtenaw, or Wayne County with Regulations Governing On-Site Sewage Disposal and On-Site Water Supply System Evaluation in effect*. If YES, complete "BOX A".
NO, the subject property is not located in Macomb County*. If NO, complete "BOX B".

*Regulations Governing On-Site Sewage Disposal and On-Site Water Supply System Evaluation and Maintenance in Macomb, Washtenaw and Wayne Counties, Michigan, became effective August 1, 2002. Contracts or purchase agreements executed on or after August 1, 2002 shall be subject to these regulations.

"BOX A"

- 1. Seller shall provide, at their expense, an evaluation report, from a county registered evaluator, along with the appropriate county health department written authorization granting the sale or transfer. If said evaluation report and written county authorization granting the sale or transfer is completed it shall be attached hereto and become a part of this purchase agreement. If said county authorization granting the sale or transfer does not expire prior to the date of closing then the Buyer shall have a period of four (4) calendar days from receipt of report to reject or waive the result of any such authorization in writing and deliver it to the Selling Broker. Any such written rejection shall terminate this agreement and entitle Buyer to the return of their earnest money deposit. This provision shall be considered waived and Buyer shall proceed to closing if a written objection is not received by the Listing Broker within said time period. If said county authorization granting the sale or transfer does expire prior to the date of closing, at Buyer's option, the Buyer shall either declare the purchase agreement null and void or execute an amendment in conjunction with the Seller for the Seller to obtain a new authorization granting the sale or transfer.
2. If said evaluation report, from a county registered evaluator, along with the appropriate county health department written authorization granting the sale or transfer is not currently completed, Seller shall provide the same at their expense within 30 calendar days of Seller's acceptance of this offer. If said evaluation report, from a county registered evaluator, along with the appropriate county health department written authorization granting the sale or transfer is not provided to the Buyer within the said time period, then at Buyer's option, the Buyer shall either declare the purchase agreement null and void or execute an amendment in conjunction with the Seller for the Seller to have additional time to obtain said report and approval.
3. If Seller claims an exemption from said county Point of Sale Regulations which the county accepts, then Buyer may at their option elect to obtain their own inspection at their own expense, using paragraph Box B, Paragraph 1.

OR SEE PAGE 2 FOR BOX B OPTIONS

"BOX B" (Choose 1b or 2b)

1. The (check one) Seller Buyer shall provide, at their own expense a well and/or septic report by the county health department or private inspection company within _____ days from date of this agreement. Buyer shall have a period of four (4) calendar days from receipt of the report to reject or waive the result of any such authorization in writing and deliver it to the Selling Broker. Any such written rejection shall terminate this agreement and entitle Buyer to the return of their earnest money deposit. This provision shall be considered waived and Buyer shall proceed to closing, if a written objection is not received by the Listing Broker within said time period.

OR

2. The Buyer waives any inspections of the well and/or septic system and understands that they are accepting the well and/or septic system in an "as is" condition. Buyer further holds Seller, Listing Broker, its agents, staff, and cooperating Broker harmless from any well and/or septic system at a future date.

ADDITIONAL CONDITIONS: _____

(Witness)

(Purchaser)

(Witness)

(Purchaser)

(Witness)

(Seller)

(Witness)

(Seller)