

**ADDENDUM TO PURCHASE AGREEMENT:  
SUBSURFACE SEWAGE TREATMENT  
SYSTEM AND WELL INSPECTION  
CONTINGENCY**

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- 1. Date \_\_\_\_\_
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3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_  
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
5. \_\_\_\_\_

6. Seller has previously disclosed that a subsurface sewage treatment system and/or private well exists on, or serves,  
7. the Property. This Purchase Agreement is contingent upon inspection(s) of the subsurface sewage treatment system  
8. and/or private well to determine the condition or status of the following checked items.

9. If the appropriate test(s)/inspection(s) checked below are not done and results provided within the time specified,  
10. or waived in writing by Buyer, then the party not responsible for obtaining the test/inspection may declare this Purchase  
11. Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which  
12. case this Purchase Agreement is canceled. If the party declares this Purchase Agreement canceled, Buyer and Seller  
13. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
14. money paid here to be refunded to Buyer.

15. (Check all that apply.)

16.  **SUBSURFACE SEWAGE TREATMENT SYSTEM:**

17. All test(s)/inspection(s) shall be done and results provided to Buyer within \_\_\_\_\_ Calendar Days of Final  
18. Acceptance Date of this Purchase Agreement.

19.  **BUYER**  **SELLER** AGREES TO OBTAIN (AND PROVIDE TO BUYER) A LICENSED INSPECTOR'S SEPTIC  
------(Check one.)-----  
20. SYSTEM INSPECTION REPORT OR NOTICE INDICATING IF THE SYSTEM COMPLIES WITH APPLICABLE  
21. REGULATIONS WITHIN THE TIME SPECIFIED ABOVE.

22. **NOTICE: A VALID CERTIFICATE OF COMPLIANCE FOR THE SYSTEM SHALL SATISFY THIS OBLIGATION.**

23. If the inspection report indicates that the subsurface sewage treatment system is not in compliance with applicable  
24. regulations, then the parties may agree in writing on or before the date of closing, to negotiate an allocation between  
25. Buyer and Seller of those costs necessary to bring the subsurface sewage treatment system into compliance  
26. with applicable regulations.

27. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice  
28. to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement  
29. is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign  
30. a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here  
31. to be refunded to Buyer.

32. **OTHER:** \_\_\_\_\_  
33. \_\_\_\_\_  
34. \_\_\_\_\_  
35. \_\_\_\_\_  
36. \_\_\_\_\_  
37. \_\_\_\_\_

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39. Property located at \_\_\_\_\_.

40.  **PRIVATE WELL:**

41. All test(s)/inspection(s) shall be done and results provided to Buyer within \_\_\_\_\_ Calendar Days of Final  
42. Acceptance Date of this Purchase Agreement.

43.  **BUYER**  **SELLER** AGREES TO OBTAIN (AND PROVIDE TO BUYER) A WATER QUALITY TEST WITHIN  
-----*(Check one.)*-----

44. THE TIME SPECIFIED ABOVE.

45. If the water quality test results show the water is not potable or otherwise not in compliance with governmental  
46. water quality standards, then the parties may agree in writing, on or before the date of closing, to negotiate an  
47. allocation between Buyer and Seller of those costs necessary to bring the water into potable condition and into  
48. compliance with governmental water quality standards.

49. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice  
50. to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is  
51. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
52. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to  
53. be refunded to Buyer.

54. **OTHER:** \_\_\_\_\_

55. \_\_\_\_\_

56. \_\_\_\_\_

57. \_\_\_\_\_

58. \_\_\_\_\_

59. \_\_\_\_\_

60. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

61. \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date)

62. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
63. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN:APA:SSTSWEC-2 (8/20)