

## REVISED Well & Septic Addendum 8/17

The Well and Septic Addendum, Form K1360, was changed July 1st and was revised again in August. The newest Well and Septic Addendum is in all the various form provider libraries. You need to be aware of the changes that were made.

The Well and Septic Addendum released July 1st continued to provide the option of either the Buyer OR Seller, at their expense, to hire a firm to conduct the initial Septic Inspection. The actual contingency was changed to mirror the home inspection contingency process by creating an inspection deadline, a negotiation period and a buyer's election period. So either party could conduct and pay for the initial inspection, then the parties negotiate in the case repairs need to be made.

The August form change removed the option to have either the Buyer or Seller pay for and conduct the initial septic inspection. Now the paragraph defaults to the Buyer, at their expense, conducting the septic inspection. You can still have the Seller responsible for the septic inspection, but you would need to add that into the addendum.

The new language is listed below:

### 2. SEPTIC

#### B. Septic Inspection Contingency

##### 1. Inspection Period:

This Contract \_\_\_ is OR \_\_\_ is not contingent ("Septic Inspection Contingency") until 9 p.m. \_\_\_\_ Days after the Date of Ratification ("Septic Inspection Deadline"). **Buyer at Buyer's expense** and sole risk of damage to the Property shall retain a Virginia licensed and insured septic system installer, operator, onsite soil evaluator or professional engineer to inspect the private conventional septic system ("Conventional System") or private alternative sewage disposal system ("Alternative System")("Septic Inspection").