

**ADDENDUM
(TITLE 5)**

The following terms and conditions are part of and amend the Purchase & Sale Agreement dated: _____

SELLER(S): _____

BUYER(S): _____

PROPERTY ADDRESS: _____, **Massachusetts**

Pursuant to Title 5 of the State Environmental Code, the parties acknowledge that an inspection of the on-site wastewater disposal system (the "septic system") must be performed within two (2) years before the closing date (or within three (3) years if the report from such inspection is accompanied by system pumping records establishing that the system has been pumped at least once a year from the date of such report). On or before the inspection expiration date set forth in paragraph 20 of the Agreement, the SELLER shall provide the BUYER with a copy of a septic system inspection report for the premises, conforming with this paragraph and performed by an Inspector licensed under Title 5. Such report must comply in all respects with the inspection requirements of Title 5 as well as any and all requirements of the local board of health and the Department of Environmental Protection, if any.

Should the report indicate that one or more of the conditions set forth in 310 CMR 15.303 or 15.304 exists, the SELLER may either (i) repair or replace the system, at SELLER'S expense, in accordance with the provisions of Title 5, or (ii) if the cost of such repair or replacement shall exceed \$10,000.00, the SELLER shall have the option of canceling or fulfilling this agreement by giving written notice to the BUYER within (10) days after receipt of the inspection report. If given said option, SELLER shall desire to cancel this agreement, BUYER may pay all amounts in excess of \$10,000.00 and SELLER shall be bound to perform this agreement, paying the first \$10,000.00 of said cost.

In the event that repair or replacement of the existing system is required which will alter the location of the system or the aesthetics of the property upon which BUYER has based BUYER'S offer, BUYER will be immediately notified and given an opportunity to review design plans to determine that these changes are acceptable. If these changes are not acceptable, BUYER may elect to terminate this Agreement, by giving SELLER written notice within five (5) business days of receiving such plans for review. If either the SELLER or BUYER elects to terminate this Agreement, as provided above, this Agreement shall be null and void, without recourse to either party, and all deposits shall be promptly returned to BUYER.

In the event that, due to weather conditions, the septic system cannot be inspected prior to the closing date, the inspection required by Title 5 shall be performed as soon as weather permits, but in no event later than six (6) months after the closing date, provided that the parties execute a septic system Inspection escrow agreement satisfactory to both parties and to the BUYER'S lending institution, if any, on or before the closing date.

SELLER

BUYER

SELLER

BUYER

Copyright© 2009 REALTOR® Association of Pioneer Valley, Inc.