



Sale Agreement # _____
Addendum _____

PRIVATE WELL ADDENDUM TO REAL ESTATE AGREEMENT

1 Buyer(s) _____
2 Seller(s) _____
3 Property Address _____

4 **OREGON LAW:** If this transaction includes a well that supplies domestic water to the Property, Oregon law requires that Seller shall have
5 the well tested for arsenic, nitrates and total coliform bacteria. For more information, see the Oregon.gov webpage titled "[Domestic Well](#)
6 [Testing and Real Estate Transactions](#)".

REPRESENTATIONS, TESTING, TERMINATION & COOPERATION

8 1. **SELLER REPRESENTATIONS REGARDING WELL AND WELL WATER:** Seller represents to Buyer that to the best of Seller's
9 knowledge: (a) The domestic well has provided an adequate supply of water to the Property throughout the year for household use;
10 (b) The water is fit for human consumption; and (c) The continued use of the well and water complies with all applicable state and
11 federal laws. No other representations are made concerning the well and well water supply, except as expressly stated elsewhere in
12 this Agreement and the Seller's Property Disclosure Statement, if applicable.

13 2. **SELLER TESTING:** Within ___ business days, (five [5] if not filled in) after Buyer and Seller have signed this Agreement, Seller shall,
14 at Seller's cost, have the well tested in accordance with Oregon law. The test results shall be submitted to Buyer and the Oregon
15 Drinking Water Services within forty-eight (48) hours following receipt.

16 3. **BUYER TESTING:** Within ___ business days, (five [5] if not filled in) after Buyer and Seller have signed this Agreement, Buyer may, at
17 Buyer's expense, have the well water **promptly tested** for quantity or quality by a qualified professional testing service. (See Section
18 7 below for selected test, if any.)

19 ~~4. **BUYER RIGHT OF TERMINATION:** Buyer shall have the absolute right to terminate this transaction by delivering written notice of~~
20 ~~unconditional termination, together with a copy of all test reports, to Seller or Listing Licensee, within three (3) business days after~~
21 ~~Buyer's receipt thereof. In such case, all earnest money deposits shall be promptly refunded to Buyer and this transaction shall be~~
22 ~~terminated.~~ **BUYER RIGHT OF TERMINATION:** Within three (3) business days after Buyer's receipt of all written reports from
23 Buyer's and Seller's tests, Buyer shall have the absolute right to terminate this transaction by delivering to Seller or Listing
24 Licensee: (a) Written notice of intent to declare an unconditional termination together with a list of substantial deficiencies
25 identified by Buyer; and (b) Copies of all test reports received by Buyer. Buyer and Seller shall thereafter have ___ business
26 days (two [2] if not filled in) to reach written agreement as to the method, cost and financial responsibility for correcting the
27 substantial deficiencies identified by Buyer (the "Negotiation Period"). If the parties are unable to timely reach a written
28 agreement by 5:00 p.m. on the last day of the Negotiation Period, all earnest money deposits shall be promptly refunded to
29 Buyer and this transaction shall be terminated. Notwithstanding the preceding, Buyer shall have no obligation to reach any
30 agreement with Seller during the Negotiation Period.

31 5. **WELL REGISTRATION:** In the event any wells located upon the Property are not currently registered as a part of the Oregon's Well
32 Identification Program, Seller agrees to assist Buyer, at Buyer's expense, in registering them. The preceding sentence shall survive
33 Closing of this transaction.

WELL INFORMATION AND ADDITIONAL TESTS

WELL INFORMATION PROVIDED BY SELLER;

36 Seller shall provide Buyer with the following information regarding the well located on or serving the Property:

- 37 ☐ well logs (*specify*) _____
38 ☐ well test reports (*specify*) _____
39 ☐ other reports (*specify*) _____
40 ☐ none. Seller has no documents regarding the well.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

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PROFESSIONAL WELL TESTING

6. Seller agrees, at Seller's expense, to have the well tested for arsenic, nitrates and total coliform bacteria and such matters as are required by the Oregon Health Division.

7. Buyer elects to have the following additional professional tests performed: at Buyer's expense:

☐ Well flow test ☐ Buyer's expense ☐ Seller's expense

☐ Lead test ☐ Buyer's expense ☐ Seller's expense

☐ Additional water quality tests ☐ Buyer's expense ☐ Seller's expense

☐ additional water quality tests: ☐ lead

☐ Other (specify) _____

☐ Buyer's expense ☐ Seller's expense

☐ none. (Buyer should seek competent professional advice before checking this option. Buyer's rights to terminate this transaction based upon any test report showing a substantial deficiency in quantity or quality of well water are set forth in Section 4 above. Buyer should review them carefully.)

TIME IS OF THE ESSENCE

8. All professional tests, inspections or reports agreed to be performed in this Addendum shall be ordered by the party responsible for paying for them within ____ business days (five [5] if not filled in) after the date both parties have signed this Addendum.

9. Buyer and Seller shall use their best efforts to obtain the required or elected tests, inspections or reports in a timely manner and shall promptly submit the results of such tests, inspections or reports to the other party. **Completed tests, inspections or reports shall be submitted to the other party within forty-eight (48) hours after receipt.**

BUYER'S ACKNOWLEDGMENT

Buyer acknowledges that the Property is served by one or more private wells. Buyer understands that while Seller has represented that, to the best of Seller's knowledge, the private well(s) located on or serving the Property has/have provided an adequate supply of water throughout the year for household use, and, to the best of Seller's knowledge, is/are fit for human consumption, this is not a warranty or guarantee. Natural and man-made events can and do occur that may quickly change well water quality and quantity. Events such as development and drought can affect the quality and quantity of well water. Any well test is merely a snapshot in time and is not a guarantee of a well's future performance. All well tests, inspections or reports should be viewed in this light. Buyer acknowledges that Buyer has not received or relied upon any oral or written statements regarding the well(s) made by Seller or any real estate licensee not expressly contained in the Real Estate Sale Agreement or this Addendum. Buyer should secure expert advice. Your real estate licensee is not an expert in well water quality or quantity.

Buyer _____ Date _____ ← Seller _____ Date _____ ←

Buyer _____ Date _____ ← Seller _____ Date _____ ←

Selling Licensee _____ Listing Licensee _____

Selling Firm _____ Listing Firm _____