



**REALTORS® ASSOCIATION OF NEW MEXICO
SEPTIC SYSTEM CONTINGENCY
ADDENDUM NO. _____**

This Addendum is part of the Residential Commercial Vacant Land Farm and Ranch Purchase Agreement dated _____, _____ between _____ ("Buyer") and _____ ("Seller") and relating to the following Property:

Address _____ City _____

Legal Description
or see metes & bounds description attached as Exhibit _____, _____ County, New Mexico.

The transfer of the Property is subject to Regulations of the State of New Mexico Environment Department governing on-site liquid waste systems. The Seller represents that the Property includes an on-site liquid waste system. This Agreement is contingent upon Buyer's satisfaction with the legal status and physical condition of the on-site liquid waste system and its suitability for Buyer's purpose.

A. INSPECTION. The New Mexico Environment Department Regulations require an inspection of the on-site liquid waste system prior to transfer. Seller Buyer will order and pay for an inspection and evaluation of the on-site liquid waste system by an inspector certified by the New Mexico Environment Department. The inspection, whether new or existing, will be conducted no later than _____ (**Inspection Deadline**) and no earlier than one hundred eighty (180) days prior to the date of recordation of the deed. The party who orders a new inspection will cause the inspector to provide a copy of the inspection report to Seller and to Buyer within _____ days of the inspection. If an existing report is being provided, Seller will provide the report to Buyer within five (5) days of the Date of Acceptance of this Agreement. Seller will remain legally responsible if the pre-transfer inspection is not done; therefore Buyer is not permitted to waive the pre-transfer inspection.

B. DELIVERY OF DOCUMENTS. Seller will deliver to Buyer the liquid waste permit or permits and any approvals from the Environment Department and any other information in Seller's possession relating to the Property's on-site liquid waste system within five (5) days of the Date of Acceptance of this Agreement.

C. OBJECTIONS. Buyer may make objections to any report or any unsatisfactory condition, defects, or limitations, or based on the unsuitability of the Property for Buyer's immediate or long-term purposes, or lack of certification or permit by submitting them in writing to Seller no later than _____ (**Objection Deadline**), accompanied by a copy of any report, inspection, Determination Letter or other material upon which Buyer relies. Upon objection, Buyer can request that Seller cure the objections or Buyer can terminate this Agreement and the Earnest Money will be refunded to Buyer. If no written objection or termination is delivered to Seller in writing by Objection Deadline, the contingency shall be deemed removed.

D. RESOLUTION. If Buyer makes specific objections and requests Seller to cure, Buyer and Seller may negotiate a resolution. If the objections are not resolved by _____ (**Resolution Deadline**), this Agreement is terminated and the Earnest Money will be refunded to Buyer.

E. NOTICE TO BUYER REGARDING ADVANCED TREATMENT SYSTEMS. If the Property has an Advanced Treatment System, the Buyer will, no later than the settlement date, enter into a maintenance agreement with a Maintenance Service Provider approved by the New Mexico Environment Department and file a notice of change of ownership of the system on the form provided by the New Mexico Environment Department.

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The Purchase Agreement referred to above is incorporated by reference into this Addendum.

Buyer	Date	Time
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Buyer	Date	Time
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Seller	Date	Time
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Seller	Date	Time
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