



**SEPTIC/WELL RIDER  
REAL ESTATE PURCHASE CONTRACT  
Greater Hartford Association of REALTORS®, Inc.**



General Provisions

Seller shall grant reasonable access to the property to Buyer and Buyer's inspectors and laboratories for the purpose of conducting the inspections and taking samples to perform tests required by this Rider. If Buyer does not give Seller the written notice required by this Rider on or before the applicable Contingency Date(s), Seller shall have no responsibility or obligation concerning any condition to which this Rider applies. In the event that the Agreement becomes null and void for any reasons set forth in this Rider, all monies paid as deposit(s) shall be promptly returned to Buyer and neither party shall have any further obligation to the other under this Contract. Seller and Buyer agree to provide such written permissions for release of escrow monies as required by law or as escrow agent may reasonably require. The parties agree that escrow agent shall not be liable for the release of escrow monies in accordance with this Rider or for errors of judgment in the release of escrowed deposits unless such errors are the result of gross or intentional misconduct.

**In consideration of the rights of inspection, and whether Buyer exercises such rights or not, Buyer hereby releases Seller, Broker and Co-Broker (if any) from any and all liability related to the conditions included in this Rider of which Seller, Broker or Co-Broker, as the case may be, had no actual knowledge before the execution of this Contract. This release shall survive delivery of the deed.**

(Check the applicable Contingency)

**SEPTIC SYSTEM CONTINGENCY**

This Contract is contingent upon a satisfactory inspection of the septic system, including all components and leaching field(s) showing results that are satisfactory based on requirements published by the State of Connecticut or municipality in which the property is located, as applicable to the subject property, to be performed by a licensed septic system inspector. Buyer shall arrange and pay for the inspection.  Buyer  Seller shall pay for digging associated with the inspection.  Buyer  Seller shall pay for any cleaning or pumping of the septic system that is recommended by the inspector and/or that is required in order to perform the inspection. Seller shall pay for retrofitting the septic tank with a riser if a riser is required under the Connecticut Public Health Code (PHC). However, if the system has been pumped within six (6) months prior to the date of the inspection, Buyer shall pay to have the subsurface sewage disposal system pumped if necessary, to perform the inspection.

A report of the inspection shall be completed within \_\_\_\_\_ calendar days after the date that this contract is fully executed (Contingency Date). If the report reveals that the septic system is not in proper working condition, then Buyer shall immediately provide Seller with a copy of the entire report and any repair requests. If Seller and Buyer cannot come to a mutually satisfactory agreement concerning repairs to the septic system and any restoration of the leaching area needed as a result of such repairs, then Buyer may terminate this Contract by giving Seller and Broker written notice within five (5) calendar days of the Contingency Date above.

Pursuant to section 19-13-B103d(b) of the PHC and Subsection X of the "Technical Standards for Subsurface Sewage Disposal Systems" published by the Commissioner of Public Health, discharges of wastewaters from water treatment systems (e.g., water softeners, iron or manganese removal filters) to surface waters, sanitary sewer systems, subsurface sewage disposal systems or to the ground surface are prohibited unless otherwise authorized by the Department of Energy and Environmental Protection (DEEP).

Other tests or inspections deemed necessary by municipality, inspector or lender.

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Make sure the address populates correctly at the top of the page and type in the page number.

Check the box if this section applies. (Note: some properties are on septic but public water.)

Check off which party is responsible for paying for the digging.

Check off which party is responsible for paying for the pumping and the cleaning of the septic tank.

Type in the number of days the septic inspection will be done by.

Check the box and type in any other inspections that may need to be done to the septic like checking to see the functionality of the leach field, etc.

NOTE: To locate the tank you will need to have a copy of the **AS-BUILT**. That should be in the **Building Department's** file on the property or the **Health District's** file, depending on the town. So, you may need to know what health department covers the town the property is located in. There may also be a **septic survey** and that will tell you information on the leach field.

Property Address: \_\_\_\_\_ Septic/Well Rider page \_\_\_\_\_ of \_\_\_\_\_

**WELL INSPECTION CONTINGENCY**

This Contract is contingent upon an inspection of the well water system, including all components and/or a yield test showing results that are satisfactory based on requirements published by the State of Connecticut or municipality in which the property is located, as applicable to the subject property, to be performed by a licensed well inspector at Buyer's expense. The inspection shall be arranged and paid for by Buyer.

A report of the test shall be completed within \_\_\_\_\_ calendar days after the date that this contract is fully executed (Contingency Date). All tests shall be in conformity with the levels required by the municipal health authority having jurisdiction over the private water supply system, and as required by the Connecticut Public Health Code (PHC). Where the municipal health authority has no guideline or standard for private water supply systems for the item tested, the levels required by the PHC shall be used. Any radon concentration test of a private water well shall meet PHC guidelines indicating the measurement is equal or less than 5,000 pCi/l. If the report reveals that the condition of the well system serving the Property, or the pressure or yield per minute of the water is unsatisfactory, or that any contaminants in the water including Volatile Organic Chemicals, exceed maximum contaminant levels established under the PHC for private water supply systems, then Buyer shall immediately provide Seller with a copy of the entire report. If Seller and Buyer cannot come to a mutually satisfactory agreement concerning any deficiencies noted in such report, then Buyer may terminate this Contract by giving Seller and Broker written notice within five (5) calendar days of the Contingency Date above.

Other tests or inspections deemed necessary by municipality, inspector or lender.  
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Any inspection of the well system may be subject to Section 19-13-B101(d)(2) of the PHC, which requires that the results of private residential well inspections performed within six (6) months of the sale of property be reported to the municipal public health authority where the property is located.

Pursuant to Connecticut General Statutes Section 19a-37(d), Seller hereby advises Buyer that educational material concerning private well testing is available on the Connecticut Department of Public Health website ([www.ct.gov/dph](http://www.ct.gov/dph)).

**BUYER**  
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\_\_\_\_\_  
Date: \_\_\_\_\_

**SELLER**  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Make sure the address populates correctly on the top of the page and type in the page number. It should populate from the septic page.

Check off the box if the well will be tested. Just like with the septic, some properties have public sewer but have a well.

Type in the number of days the well inspection will be done by.

Check the box and type in any other inspections the buyer wants to do on the well, like, a flow test.

Buyer(s) and Seller(s) sign and date. It is prudent to type the name of each respective individual under the signature line.

**NOTE:** When going through the **Building Department's** file or asking the **Health District** for information on the property look/ask for the **Well Drilling Permit**. It will tell you how many gallons per minute the well produces. This is important and is a good idea to know since if there is not a sufficient recovery rate the well may need to be fracked or a new one drilled. If you cannot find this permit in the **Building Department** or **Health District**, then go to the state's site for well permits: [ftp://ftp.ct.gov/dcp/Well\\_Drilling\\_Pemits](http://ftp.ct.gov/dcp/Well_Drilling_Pemits)  
Here you will see a list of towns, which you select the respective town, then the year the house was built or a year or two before that. Then go through the year and look for the permit, Yes. It is tedious but worth it. The state's site goes back to 1970, unfortunately, not any further and there is no guarantee a permit was ever filed. Also note that some properties share a well and there should be a **WELL AGREEMENT** filed at the town hall with a volume and page. No, do not rely on the title search to "discover" that.