

# Combined Contingency Addendum to Purchase and Sale Agreement

The following provisions and contingencies are hereby made a part of the Purchase and Sale Agreement referred to hereunder (Purchaser and Seller are construed to be singular or plural as appropriate):

Purchaser: \_\_\_\_\_

Seller: \_\_\_\_\_

Property Address: \_\_\_\_\_

This Agreement is made subject to:

[to include a provision, both Seller and Purchaser should initial in the space marked "Included"]

(1) Attorney Approval

Approval by Purchaser's and Seller's attorney within \_\_\_\_ days of the Date of Acceptance of the Agreement. The parties agree that such approval shall be deemed to have been given and this contingency is satisfied or waived unless a statement withholding approval is made in writing within the period set forth above.

Included  Not included

(2) Home Inspection

A building inspection by a licensed home inspector reporting the dwelling to be structurally sound and its mechanical systems (including, but not limited to, plumbing, heating, central air conditioning, built-in swimming pools, and electrical) to be functioning properly. Individual repairs or replacements that cost less than \$100.00 shall not be considered structural or mechanical defects unless the aggregate of such individual repairs or replacements exceeds \$500.00. Failure of any component to comply with the building or health code in effect on the date of this Purchase and Sale Agreement shall not be considered a structural or mechanical defect if the component complied with the applicable code at the time of its installation and is, in the opinion of the municipal authority having jurisdiction over the Property, grandfathered under the building or health code in effect on the date of this Purchase and Sale Agreement. This contingency shall be deemed satisfied unless Purchaser gives written notice of any such structural and/or mechanical defects and a copy of the inspector's report to the Seller on or before \_\_\_\_ days from the Date of Acceptance of the Agreement. If such notice is given and Seller and Purchaser cannot reach a mutually satisfactory agreement within seven (7) days of said notice regarding said defects, either party shall have the option of terminating this Agreement, upon written notice of termination and this Agreement shall become null and void. Any redecorating is considered to be normal maintenance, and therefore, the responsibility of Purchaser and exempt from this provision.

Included  Not included  Inspection paid by: Seller  Buyer

(3) Pest Inspection

A report by a licensed pest control operator that all buildings on the property are free from infestation or damage by termites or any other wood-boring or wood-destroying insects. This contingency shall be deemed satisfied unless Purchaser gives written notice of infestation or damage and a copy of the pest control operator's report to Seller within \_\_\_\_ days from the Date of Acceptance of the Agreement. If Seller and Purchaser cannot reach a mutually satisfactory agreement for the necessary extermination and/or repairs, within seven (7) days of said notice, either party has the option to terminate this Agreement upon written notice of termination and this Agreement shall become null and void.

Included  Not included  Inspection paid by: Seller  Buyer

(4) Radon Concentration Test

A radon concentration test of the air and well water (if the source of domestic water for the property is by a private water well) indicating that, in the case of the air, the screening measurement is equal to or less than 4.0 pCi/l, and in the case of the well water, the average of at least two measurements is equal or less than 5,000 pCi/l. Seller shall grant Purchaser's testing company reasonable access to the property to perform the tests and agree to comply with all conditions necessary to obtain an accurate reading. This contingency shall be deemed satisfied unless Purchaser gives written notice of a measurement in excess of 4.0 pCi/l for the air or that the average of at least two measurements of radon in the well water exceeds 5,000 pCi/l and a copy of the test report to Seller within \_\_\_\_ from the Date of Acceptance of the Agreement. If Seller and Purchaser cannot reach a mutually satisfactory agreement for the measure necessary to reduce the concentration of radon gas to 4.0 pCi/l or below in the case of the air and 5,000 pCi/l in the case of well water, within seven (7) days of said notice, either party has the option to terminate this Agreement upon written notice of termination and this Agreement shall become null and void. If measures are undertaken to reduce the concentration of radon gas in either the air or the well water, the reduction in concentration level shall be confirmed prior to closing by a radon measurement conducted in the same manner as the Buyer's measurements but to be paid for by Seller.

Included  Not included  Inspection paid by: Seller  Buyer

(5) Water Potability/Mineral and Chemical Analysis

A report of testing performed by a laboratory authorized to perform such test in the State of Connecticut demonstrating that the water supplied by the private water supply system meets Connecticut Department of Public Health Services guidelines, if any, for each of the following items: coliform bacteria, nitrate, nitrite, sodium, chloride, iron, manganese, sulfate, pH, hardness, turbidity and apparent color. In addition, if testing for herbicide or pesticide residues or volatile organic chemicals is required by the health district or municipal health department having jurisdiction over the private water supply system, the water supplied by the private water supply system shall also meet Connecticut Department of Public Health guidelines for those herbicide or pesticide residues or volatile organic chemicals for which testing is performed. Where no guideline or standard exists for private water supply systems for the item tested, the action level required by the Connecticut Department of Public Health for public water supply systems shall be used as the guideline or standard. This contingency shall be deemed satisfied unless Purchaser gives written notice of test results not in conformance with the standards set forth in this paragraph and a copy of the test report to Seller within \_\_\_\_ days from the Date of Acceptance of the Agreement. If Seller and Purchaser cannot reach a mutually satisfactory agreement for the measures necessary to treat the water so the water meets the Connecticut Department of Public Health guidelines, within seven (7) days of said notice, either party has the option of terminating this Agreement upon written notice of termination and this Agreement shall become null and void. If measures are undertaken to treat the water, the effectiveness of treatment shall be confirmed prior to closing by a water test to be paid for by Seller.

Included  Not included  Inspection paid by: Seller  Buyer

(6) Private Well Water System Inspection

An inspection of the well water system, including all components and/or a yield test, to be performed by a competent well inspector showing that the private well water system serving the property is satisfactory (based on recommendations published by the State of Connecticut or municipality in which the property is located). This contingency shall be deemed satisfied unless Purchaser gives written notice that the private well water system is unsatisfactory and a copy of the inspector's report to Seller on or before \_\_\_\_ days from the Date of Acceptance of this Agreement. If such notice is given and Seller and Purchaser cannot reach a mutually satisfactory agreement concerning any repairs of and/or defects of such well system, within seven (7) days of said notice, either party shall have the option of terminating this Agreement and this Agreement shall become null and void.

Included  Not included  Inspection paid by: Seller  Buyer

(7) Septic Inspection

A report by a licensed septic installer, professional sanitary or civil engineer, registered sanitarian or a sanitarian certified by the Connecticut Department of Public Health to perform inspections, or an inspector accredited by the National Association of Waste Transporters (NAWT), National Small Flows Clearinghouse, National Sanitation Foundation (NSF) or any State of Connecticut sponsored inspection certification program using the Connecticut Recommended Existing Septic System Inspection Report. The subsurface sewage disposal system shall be pumped at Seller's expense unless the system has been pumped within 6 months of the date of the inspection. Purchaser may withdraw from the Agreement by providing written notice along with a copy of the report to Seller within \_\_\_\_ days from the Date of Acceptance of the Agreement if the report notes any of the following conditions: (a) system operating at capacity under current usage levels; (b) need for component replacement due to structural damage; (c) further investigation of leaching system with machine digging is recommended; (d) evidence of prior high liquid levels in system components; or (e) sewage overflow observed, repair required under permit of local health department. If the report notes any of the following conditions: (a) plumbing leaks or wastewater routing problems in home; or (b) soil testing recommended to determine expansion/repair area, Seller may agree in writing to rectify leaks and routing problems and perform soil testing at Seller's expense, to be completed by the date of Closing, in which event the Agreement will remain in full force and effect.

**Note:** Purchaser acknowledges that: (a) there are many different types of septic system designs and construction; (b) Purchaser's experience with the septic system will depend on many factors (including intensity of use, materials disposed of in the system, family size) and may differ greatly from the previous user's experience; and (c) the Connecticut Department of Public Health, local Health District or Town Sanitarian may be able to provide an evaluation of the operation and design of the septic system serving the property and furnish further information regarding the construction, use, and maintenance of septic systems.

Included  Not included  Inspection paid by: Seller  Buyer

(8) Septic System Cost Estimate

Purchaser to obtain a price estimate not to exceed \$\_\_\_\_\_ on or before \_\_\_\_\_ for the installation of a system suitable for Purchaser's intended use (including the number of bedrooms) of the property. If the price estimate exceeds the price noted above and Purchaser notifies Seller thereof on or before the above date, Purchaser shall have the option of terminating the Agreement and all sums paid as deposit shall be promptly returned to Purchaser and this Agreement shall become null and void.

Included  Not included

(9) Homeowner and Flood Insurance

Purchaser(s) to obtain binders for property/casualty insurance from an insurer licensed to do business in the State of Connecticut and if Property is located in a Special Flood Hazard Zone (any flood with an "A" or "V" designation on FEMA's Flood Insurance Rate Map), from the National Flood Insurance Program, and on such terms and conditions as may be acceptable to the Purchaser and the Purchaser's lender \_\_\_\_ days from the Date of Acceptance of the Agreement. If Purchaser cannot obtain such binders on or before the above date, Purchaser shall have the option of terminating the Agreement and all sums paid as a deposit shall be promptly returned to Purchaser and this Agreement shall become null and void.

Included  Not included

(10) General Provisions

When written notice is required by this Addendum, such notice may be made by one of the following methods: (1) first-class mail, postage prepaid to the address set forth in the Agreement next to the recipient's name or to the recipient's attorney at the attorney's office address; (2) facsimile transmission to the recipient, the recipient's real

estate agent or the recipient's attorney; or (3) hand delivered to the recipient or the recipient's attorney.

Seller shall grant reasonable access to the property to Purchaser and Purchaser's inspectors and laboratories for the purpose of conducting the inspections and tests required by this Addendum.

The term "days" as used throughout this Addendum shall mean "calendar days."

In the event that the Agreement is null and void for reasons as set forth in this Addendum, all monies paid as deposit(s) will be promptly returned to Purchaser. Seller and Purchaser agree to provide such permissions for release of escrow monies as escrow agent may reasonably require. The parties agree that escrow agent will not be liable for the release of escrow monies in accordance with this Agreement or for errors of judgment in the release of escrowed deposits unless such errors are the result of gross or intentional misconduct.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date