

**PRIVATE WATER SYSTEM NOTICE AND ADDENDUM**  
**[Not for use in Baltimore County]**

Date \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_ to CONTRACT OF SALE dated \_\_\_\_\_

BUYER(S): \_\_\_\_\_

SELLER(S): \_\_\_\_\_

PROPERTY: \_\_\_\_\_

**NOTICE TO BUYER:** Buyer is advised and Buyer hereby acknowledges that the Property is served by a private water supply system as the only source of domestic water. The County in which the Property is located, by law, does not require, as condition for the resale of real property, that the existing private water supply system be tested as to water yield, or chemical or bacteriological content or that the private water system meet any type of minimum standards as to the quantity or quality of water provided by such system. Buyer's lender may require, as a condition to making a loan to Buyer, that this private water system be tested. Buyer is further advised that the quantity and quality of water available to the Property is important to the safe and adequate enjoyment and use of the Property.

**CONTRACT CONTINGENT ON TEST OF PRIVATE WATER SUPPLY SYSTEM**

Unless Buyer has signed the written waiver and release appearing on the reverse of this page, the Buyer, at Buyer's expense, within \_\_\_\_\_ (\_\_\_\_\_) days from the date hereof, shall order and cause tests to be conducted on the existing well serving the Property by a qualified well testing company or laboratory. The Contract of Sale is hereby expressly made contingent upon: [check one, or both]

☐ (1) a water flow which yields a minimum rate of one (1) gallon per minute measured in accordance with acceptable industry standards and/or

☐ (2) the receipt of a certificate from a qualified testing laboratory stating that the chemical and bacteriological content of the water renders it safe for human consumption.

Upon receipt of the results of the required well tests, Buyer shall promptly provide copies to Seller and the Brokers. Should the results of these tests establish that any of the applicable contingencies are not met, then the Contract of Sale shall terminate and be null and void and all deposit monies shall be returned to Buyer upon execution of a disposition of deposit agreement by Buyer and Seller, unless within ten (10) days of the receipt by Buyer and Seller of the results of these tests, either (a) Buyer waives in writing such contingencies, or (b) Buyer and Seller execute an Addendum to the Contract of Sale under which Seller is given a specified period of time within which to attempt to cure the deficiencies and deliver to Buyer, at Seller's expense, the results of new well tests establishing that the deficiency noted in the original well tests has been corrected.

If Buyer and Seller agree to permit Seller to cure the deficiencies in the well, the Seller shall attempt to cure the deficiencies in the well and deliver to Buyer a report of a new well test by a qualified well testing company or laboratory establishing that the deficiencies noted in the original well tests have been corrected. If, at the expiration of the specified time period, Seller has not delivered to Buyer the results of a new well test establishing that the deficiencies noted in the original well tests have been corrected, then the Contract of Sale shall terminate and be null and void and all deposit monies shall be returned to Buyer upon execution of a disposition of deposit agreement by Buyer and Seller.

If Buyer or its agents or contractors damages the Property, the well, any pumps serving the well or any other property of Seller during the exercise of its rights under this Addendum, Buyer shall immediately reimburse Seller for all costs incurred in correcting such damage. If the Contract has been terminated, then the deposit monies may be retained pending payment to Seller of all such costs.

## PRIVATE WATER SYSTEM NOTICE AND ADDENDUM

If Buyer proceeds to settlement, Buyer shall be deemed to have waived and relinquished any and all claims or causes of action against Seller or the Brokers arising from the quality or quantity of the water provided by the private water supply system. Buyer further warrants and represents to Seller and the Brokers that Buyer understands that the only reliable and available means of professional testing and that Buyer has not and will not rely upon any representation regarding the quantity or quality of this water, whether made by Seller or the Brokers, except those facts disclosed as a result of such professional testing.

\_\_\_\_\_  
Buyer Seal \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Buyer Seal \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Seller Seal \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Seller Seal \_\_\_\_\_  
Date \_\_\_\_\_

## WAIVER AND RELEASE

**[To be executed only if Buyer has elected to waive the contingencies]**

Buyer hereby acknowledges that Buyer has received, read and understands the above notice and understands the importance of conducting a proper water yield, chemical and bacteriological test of the private water supply system now existing on the Property. Nevertheless, Buyer hereby specifically and voluntarily elects to waive such tests as well as the contingencies set forth above the full knowledge that such waiver may not be in Buyer's best interest. By the execution of this waiver, Buyer agrees and warrants, forever, to release, waive, relinquish and forbear any and all claims or causes of action against the Seller or the Brokers arising from the quantity or quality of water from the private water supply system and shall indemnify and hold Seller and the Brokers harmless from all such claims, causes of action, judgments or damages resulting from any deficiency in the quantity or quality of the water provided by said system.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

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