

Percolation Test – Deep-Hole Contingency

**This Is A Legally Binding Contract. If Not Fully Understood,
We Recommend Consulting An Attorney Before Signing.**

Addendum to the Contract for the Purchase and Sale of Real Estate

Dated: _____ between _____ as Purchaser
and _____ as Seller. Regarding property located at
_____.

This Agreement is contingent upon the Purchaser’s ability to obtain a satisfactory percolation test and deep-hole test on the subject property indicating that the soil composition is such that a standard (as opposed to an alternative) septic system can be located on the subject property. Such test must be performed in accordance with the regulations of the County Department of Codes Enforcement and/or New York State Department of Health and by a licensed professional engineer or other qualified person. Such tests must be completed at the Purchaser’s expense on or before _____. This contingency shall be deemed waived unless Purchaser shall notify _____ (Broker) in writing, no later than _____ full calendar days from acceptance of this Agreement, of the failure of this test. If the Purchaser so notifies, and further supplies written confirmation by a copy of the inspection report, or letter from the inspector, then this Agreement shall be deemed cancelled, null and void. Alternatively, Purchaser may defer said cancellation for a period of five (5) full calendar days in order to provide the parties an opportunity to otherwise agree in writing

The Purchaser shall hold the Seller harmless from any expense, cost, liability or damage arising out of Purchaser’s percolation and deep-hole test of the subject property.

Purchaser: _____ **Date:** _____

Purchaser: _____ **Date:** _____

Seller: _____ **Date:** _____

Seller: _____ **Date:** _____