



# LaPorte County Well/Septic Addendum

This addendum is attached to and made part of Purchase Agreement dated \_\_\_\_\_, between \_\_\_\_\_ ("Seller") and \_\_\_\_\_ ("Buyer") on Property known as, \_\_\_\_\_, Indiana, Zip \_\_\_\_\_ the "Property".

Buyer and Seller agree to comply with LaPorte County Ordinance 2016-02 which requires that a water and/or septic inspection be made in compliance with LaPorte County Ordinance 2016-02, which is required for title transfer. Seller agrees to further comply with the reporting requirements of the Ordinance including submission of a Transfer Application to the LaPorte County Health Department.

**LaPorte County Property Transfer Ordinance Fee shall be at the expense of:**  Seller  Buyer  shared equally

### SEPTIC

Buyer\_\_\_ or Seller\_\_\_ shall order the septic pump and inspection report. This report shall be paid for by the Buyer\_\_\_ Seller\_\_\_ or Shared Equally\_\_\_ per **LaPorte County Ordinance requirement.**

### OR

Buyer\_\_\_ or Seller\_\_\_ will apply for a waiver of the septic inspection \_\_\_\_\_ Not Applicable\_\_\_\_\_ (Property on public sewer)

### Water

Buyer\_\_\_ or Seller\_\_\_ shall obtain a water quality test at the Buyer\_\_\_, Seller\_\_\_, or Shared Equally\_\_\_ expense per **LaPorte County Ordinance requirement.** Water test to include **Total Coliform, E. Coli, Nitrate (NO3) as required per LaPorte County Ordinance.** Additional tests (may be required by lender) - check all that apply: Lead\_\_\_ Nitrate\_\_\_ Bacteria/Non E. Coli\_\_\_ Arsenic\_\_\_ **but are not required per LaPorte County Ordinance**

### OR

Buyer\_\_\_ or Seller\_\_\_ shall apply for the water test waiver \_\_\_\_\_ Not Applicable\_\_\_\_\_ (Property on public water)

Any necessary remediation discovered as a result of these reports shall be done at Seller's expense. If Seller is unwilling or unable to remedy the problem, then the Purchase Agreement shall be terminated by written notice from Buyer to Seller with the return of Buyer's earnest money.

All inspections provided for under this Addendum shall be completed and Buyer shall give written notice of any required remediation to Seller and Seller's agent within \_\_\_\_\_ days following the acceptance of this agreement.

**All other terms and conditions of the Purchase Agreement remain unchanged. To the extent that the terms and conditions of this Addendum conflict with the terms and conditions of the Purchase Agreement, the terms and the conditions of this Addendum prevail.**

This Addendum may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree this Addendum may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered. If requested.

By signature below, the parties acknowledge receipt of a signed copy of the Addendum.

\_\_\_\_\_  
BUYER'S SIGNATURE                      DATE

\_\_\_\_\_  
BUYERS SIGNATURE                      DATE

\_\_\_\_\_  
SELLER'S SIGNATURE                      DATE

\_\_\_\_\_  
SELLER'S SIGNATURE                      DATE