

# WATER AND SEPTIC SCHEDULE

This Schedule is attached to and forms part of the Agreement of Purchase and Sale.  
Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the *Nova Scotia Real Estate Trading Act*.  
The NSREC is the regulatory body for the real estate industry in Nova Scotia.

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

Buyer: \_\_\_\_\_

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

## 1. Seller's Obligations

- 1.1. The Seller shall provide the Buyer or the Buyer's Agent with a copy of all reports and certificates in the Seller's possession pertaining to the Property's well and septic on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.
- 1.2. The Seller, at the Seller's expense, agrees to mark the well location(s), make them accessible and expose septic tank covers, as required for inspection(s) on or before the date indicated in clause 3 of the Agreement of Purchase and Sale.
- 1.3. The Seller shall provide proof to the Buyer or the Buyer's Agent that the septic tank has been pumped out within the last \_\_\_\_\_ year(s) prior to this offer by a qualified company. If not, the Seller agrees, at their expense to have the septic pumped out by a qualified company prior to closing. The Seller is to provide proof of pumping to the Seller's lawyer on or before closing.

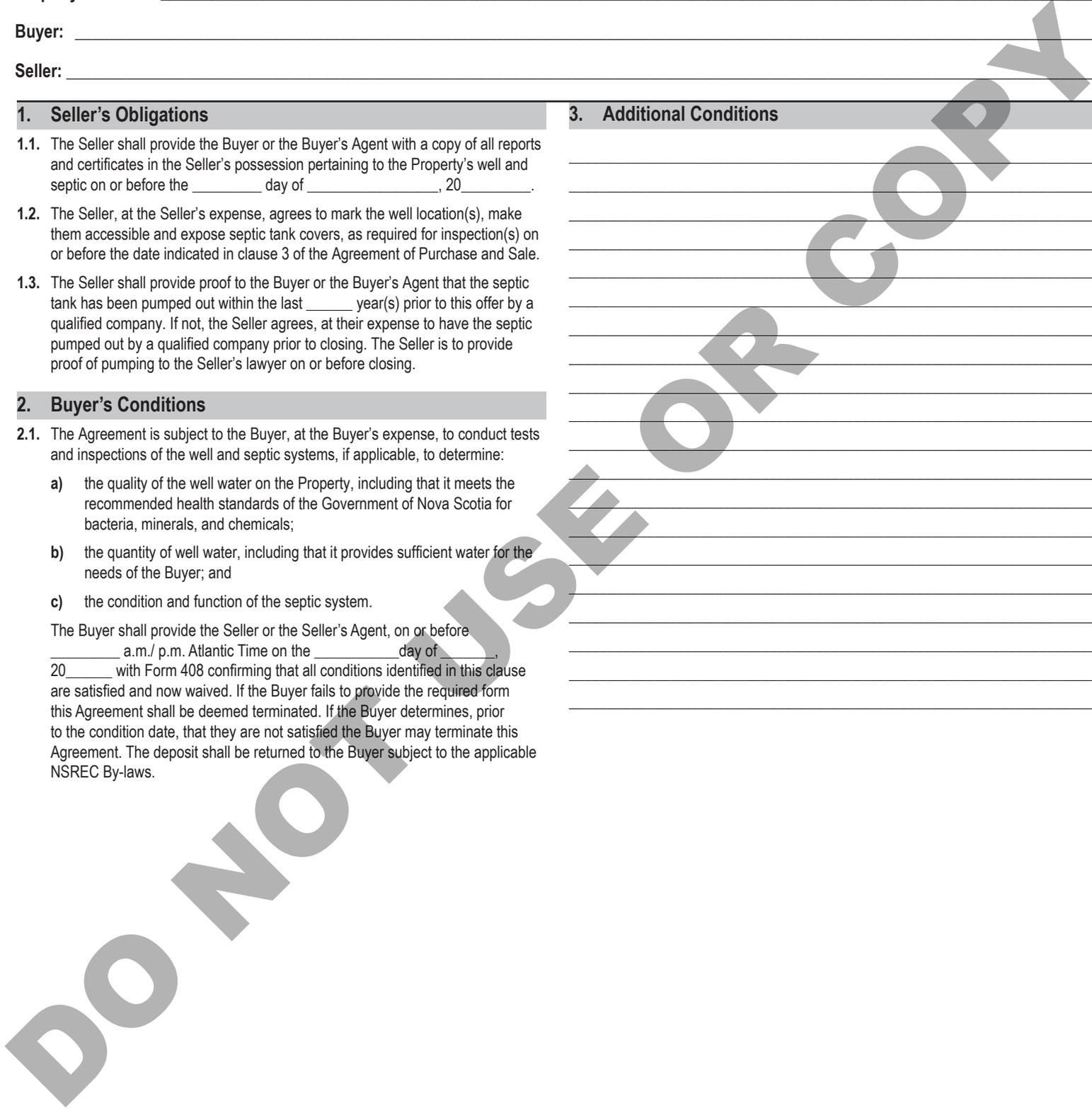
## 2. Buyer's Conditions

- 2.1. The Agreement is subject to the Buyer, at the Buyer's expense, to conduct tests and inspections of the well and septic systems, if applicable, to determine:
  - a) the quality of the well water on the Property, including that it meets the recommended health standards of the Government of Nova Scotia for bacteria, minerals, and chemicals;
  - b) the quantity of well water, including that it provides sufficient water for the needs of the Buyer; and
  - c) the condition and function of the septic system.

The Buyer shall provide the Seller or the Seller's Agent, on or before \_\_\_\_\_ a.m./p.m. Atlantic Time on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ with Form 408 confirming that all conditions identified in this clause are satisfied and now waived. If the Buyer fails to provide the required form this Agreement shall be deemed terminated. If the Buyer determines, prior to the condition date, that they are not satisfied the Buyer may terminate this Agreement. The deposit shall be returned to the Buyer subject to the applicable NSREC By-laws.

## 3. Additional Conditions

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OFFER DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

BUYER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_

SELLER'S INITIALS: \_\_\_\_\_ / \_\_\_\_\_