nova scotia real estate COMMISSION

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 written confirmation to the Buyer or the Buyer's Agent that the septic has been pumped out by a qualified company within the last _____ year(s) prior to this offer. If not, the Seller agrees, at their expense to have the septic pumped out by a qualified company prior to closing and provide written confirmation 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, securing, conducting or reviewing the following tests and inspections of the well and septic if applicable, to determine, on or before the _____ day of _____, 20_____:

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 date specified above 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

DO NOT USE OR COPY

OFFER DATE: _____ /_____/_____

Trademarks are owned and controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®). Used under licence.