# ON-SITE SEWAGE DISPOSAL SYSTEM (OSDS) INSPECTION AND TEST

**Seller(s):** _____

**Buyer(s):** _____

**Property Address:** _____

**(i) NOTICE:** On-site sewage disposal system inspections and inspectors are subject to State of Maryland Department of the Environment (MDE) guidelines. On or after July 1, 2022, an individual may not engage in the business of inspecting an on–site sewage disposal system unless the individual holds a valid on–site wastewater property transfer inspection license issued by the MDE. Persons hiring on-site sewage disposal system inspectors should obtain proof that the inspector has satisfied the MDE requirement. Prior to entering into a contract for inspection services, a full disclosure and explanation of types of available sewage disposal inspection tests, possible effects on the property, and expected costs should be obtained from the inspector. The inspector should be able to provide evidence of insurance or bond to cover liability in the event the property is damaged as a result of such inspection(s) and test(s).

**(ii) AGREEMENT:**
This Contract is contingent upon an inspection of the private on-site sewage disposal system by an individual who has completed a MDE approved course as required by law.

Said inspection shall be performed and the results obtained within (user input) days from the Date of Contract Acceptance (the "Inspection Period"). Said inspection shall be performed at Buyer's expense and at Buyer's sole risk of damage to the property. Seller shall make the property accessible and will cooperate with Buyer in arranging for the inspection within the Inspection Period.

In the event repairs are required to correct deficiencies noted by the inspector, Buyer shall notify Seller in writing. Such notice shall be accompanied by a copy of the inspection report. This contingency shall be considered satisfied by the Buyer and of no further effect unless Buyer shall deliver the notice of such required repairs to Seller within the Inspection Period.

In the event repairs are required, Seller shall pay the cost of repairs. If the cost of repairs exceeds $_____. Seller, at Seller's election, may declare this Contract null and void upon written notice to Buyer within five (5) days of Seller's receipt of Buyer's written notice of required repairs.

Upon receipt of Seller's written notice to declare this Contract null and void, Buyer, at Buyer's election, may agree to pay the cost of repairs in excess of the amount stated in the previous paragraph, upon written notice to Seller within (5) calendar days of receipt by Buyer of Seller's written notice of Seller's election to declare the Contract null and void. In such event, this Contract shall remain in full force and effect.

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| Seller Signature Date | Seller Signature Date |
| Buyer Signature Date | Buyer Signature Date |