



WATER QUALITY TEST ADDENDUM

NOT FOR USE IN BALTIMORE COUNTY

ADDENDUM dated 4/23/2024 | 10:28 AM PDT to Contract of Sale
between Buyer _____
and Seller steinmetz, Stephanie
for Property known as Mccabes Corner Road and Paw Paw Creek Road, Snow Hill, MD 21863.

1. NOTICE: There are several types of water tests available. Buyer and Seller acknowledge that lender(s) may require one (1) or more water quality test(s) for public and private (wells) water supply systems. The test(s) may include:

- A. Bacterial (may be required by Conventional, VA & FHA lenders)
- B. Chemical (may be required by VA & FHA lenders)
- C. Lead (may be required by VA & FHA lenders)
- D. Radium

2. AGREEMENT OF THE PARTIES:

A. Buyer and Seller agree the test(s) to be performed are Bacterial, Chemical, Lead, Radium and/or other as follows: _____.

B. The test(s) shall be ordered and paid for by Buyer.

C. The tests as provided under this paragraph shall be conducted regardless of whether this Contract is subject to a financing contingency and regardless of whether a lender selected by Buyer waives or does not require one (1) or more of the water quality tests.

3. ADDITIONAL PROVISIONS: The water quality test(s) shall be performed by a qualified private laboratory within _____ (_____) days from the Date of Contract Acceptance. If test result(s) is/are not satisfactory to Buyer, Buyer shall notify Seller in writing, within five (5) days following Buyer's receipt of test(s) result(s) and shall provide to Seller a copy of any written test(s) result(s). Seller, upon written notice from Buyer, shall correct any contamination prior to settlement, at Seller's expense, provided the cost of correction does not exceed _____ Dollars (\$ _____).

If the estimated cost of correction exceeds the above amount, Seller, at Seller's option, upon written notice to Buyer, may declare the Contract null and void and of no further force and effect, unless Buyer agrees, in writing, to pay for the cost of correction exceeding the above amount, then the Contract shall remain in full force and effect. If such test result(s) reveal(s) contamination for which the cost of correction exceeds the above amount, Seller's decision regarding correction and/or cancellation, shall be communicated in writing to Buyer, with copy(ies) of contractor estimate(s) of correction, within five (5) days from receipt of the report, after which Buyer shall



respond to Seller, in writing, with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer, in writing, of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of correction exceeding the amount above. If Buyer does not agree to pay for the cost of correction exceeding the above amount, Buyer upon written notice to Seller, may declare the Contract null and void and of no further force and effect and, in such event, the Deposit(s) shall be disbursed in accordance with the Deposit(s) Paragraph of the Contract.

If the Contract is terminated by either party, in accordance with this Addendum, the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature **Date**

DocuSigned by:


Seller Signature **Date** 4/23/2024 | 10:28 AM PD

Buyer Signature **Date**

Seller Signature **Date**

