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 proof to the Buyer or the Buyer's Agent that the septic tank has been pumped out within the last _____ 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 results shall be deemed satisfactory unless the Seller or the Seller's Agent is notified to the contrary, in writing, on or before the _____ day of _____, 20_____. If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

3. Additional Conditions

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OFFER DATE: _____ /_____/_____

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