17507 Richmond Turnpike

Milford, VA 22514

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VIRGINIA REAL ESTATE SEPTIC SYSTEM INSPECTION CONTRACT TERMS. THESE ARE ACCEPTED UPON SUBMISSION OF REQUEST FORM

(Effective July 1, 2025, per HB2671)

THESE ARE LEGAL TERMS. PLEASE READ CAREFULLY.

1. Scope of Inspection

- The Inspector will conduct a **septic system inspection** as required by Virginia law (HB2671), which includes all **readily accessible and openable components**:
    - Septic tanks
    - Pump tanks
    - Distribution devices
    - Treatment units
    - Control panels
    - Dispersal fields
    - Any additional components specified in the operation permit
    - Inspection of vegetation, grading, or signs of harmful water entry that may impact system function.
- The inspection is **visual and noninvasive**. No hydraulic load tests or pass/fail determinations will be made.
- The inspection will be conducted in accordance with the minimum standards set forth by the Virginia Department of Professional and Occupational Regulation (DPOR).

2. Inspector Qualifications

- The Inspector affirms that they are an **authorized septic system inspector** as defined by HB2671, holding a valid Virginia DPOR license (onsite sewage system operator, installer, or soil evaluator).

3. Client Authorization & Access

- The Client grants the Inspector permission to access the property and all septic system components for the purpose of inspection.

4. HUD Payment / Non-Settlement and Payment Terms

- If HUD payment is not received within 7 days following closing date provided, or if the real estate contract does not settle following the septic inspection, a designated responsible party with contact information must be provided for collections.
- If cash/check payment is selected within the repair proposal, payment must be provided onsite upon completion of the repair.
- If credit card payment is selected, responsible party card information must be provided at the time of scheduling. All debit/credit card transactions will incur a 3% processing fee.

4. Written Report

- The Inspector will provide a **written report** to the Client **within 10 days** of the inspection.
- The report will include:
    - A description of all inspected systems and components
    - A list of items inspected, and any items not inspected (with reasons)
    - Identification of any components that do not function properly or may harm the wastewater treatment process
    - Recommendations for repair, further observation, or referral to the health department or a qualified professional, if needed
    - The Inspector's name, license number, and signature
- The report **will not** include a pass/fail determination or hydraulic load test results.

5. Record Retention

- The Inspector will maintain records of all inspections for a minimum of **seven years**.

6. Limitations & Exclusions

- The inspection is limited to **readily accessible and openable components**.
- The Inspector is **not responsible** for concealed or inaccessible components, nor for any repairs or remediations.
- Rod and probe-only reports **do not meet the minimum requirements** and will not be provided.

7. Dispute Resolution

- Any disputes arising from this contract shall be resolved by binding arbitration in accordance with Virginia law.

8. Entire Agreement

- This contract constitutes the entire agreement between the Client and Inspector. No other representations or agreements shall be binding unless in writing and signed by both parties.

Notice: This contract is required by Virginia law for all real estate-related septic inspections performed on or after July 1, 2025. Only authorized inspectors may conduct such inspections, and written reports must comply with the statutory standards described above.