



**PRIVATE WELL RIDER TO
PURCHASE AND SALE AGREEMENT**

Revised 8/18/2025

The following is hereby incorporated into and made a part of the Agreement:

The Premises are serviced by an on-site private well(s) that provides drinking water (the “Well”), which Well may be regulated by the Board of Health of the municipality in which the Premises are located (if so regulated, the “Local Private Well Regulations”).

BUYER, at its cost, shall arrange to have the Well inspected, by a person qualified to perform such inspections, and the Well water tested by submitting water samples from the Well to a Massachusetts certified laboratory, or may in its discretion rely on an existing inspection report done by SELLER, provided such existing inspection report shall have been performed not earlier than one year prior to the Closing Date (such report, whether performed for BUYER or SELLER, the “Private Well Report”).

BUYER’s obligation to purchase the Premises is contingent upon the following, on or before _____, 20__:

BUYER’s receipt, review and approval in its sole discretion of such Private Well Report; and

In those instances where Local Private Well Regulations are in effect, the Private Well Report confirms that the Well is otherwise in full, unconditional compliance with the Local Private Well Regulations.

If conditions #1 and/or #2 above are not satisfied, BUYER may, at its option, terminate this Agreement by written notice to SELLER, given on or before _____. If BUYER so elects to terminate this Agreement, the Deposit shall be promptly refunded to BUYER, and this Agreement shall become null and void, without further recourse to either Party. Capitalized terms used herein but not defined shall have the meanings ascribed in the Agreement.

Initials:

Seller

Buyer

Seller

Buyer

[Note] – The local Board of Health may have issued a Private Well Certificate, and may have a Well Completion Report on file, as well as copies of any test results for such Well. The Buyer may want to follow up with the local Board of Health.]

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