

Waiver of Sewage Treatment System Evaluation And Hold Harmless Agreement

Property Address: _____

Township: _____ Parcel #: _____

Due to the following conditions, a waiver of sewage treatment system (STS) evaluation / inspection is requested for the above-referenced property, (check whichever applies to this request). This form must be signed by the Buyer and Seller and submitted to the Stark County Combined General Health District prior to the closing of the real estate transaction.

- ☐ Exempted transfer, where no evaluation of the STS is required to sell the property, in accordance with Stark County Sewage Treatment System Regulations (i.e. Court-ordered transfer).
- ☐ Home has been vacant / unoccupied for more than 30 days. *Note: Due to the non-use of the STS, it is difficult to adequately evaluate the condition of the STS prior to the property transfer. **Last date occupied:** _____*
- ☐ Connection will be made to an available sanitary sewer within thirty (30) days of transfer.
- ☐ Other (state reason): _____
(If checked, must have prior approval from the Health Department.)

If the home has been vacant / unoccupied (second box above). It is the Buyer's responsibility to contact the Stark County Combined General Health District or a registered service provider to schedule the evaluation sewage treatment system within 120 days of transfer. If the Buyer fails to have an inspection completed and submitted to the Stark County Combined General Health District, an inspection will still be conducted by the Stark County Combined General Health District to ensure a public health nuisance does not exist. In either case, deficiencies in the sewage treatment system, plumbing, or water well must be corrected in accordance with all applicable regulations, and is the responsibility of the new owner.

Hold Harmless: In consideration for this waiver the Buyer acknowledges that the current conditions are not ideal to perform the STS inspection, and agrees to proceed with the transfer of the deed without a pre-transfer STS evaluation / inspection. The Buyer agrees to hold harmless and indemnify the Stark County Combined Health District and the Board of Health for any liability or problems that may arise with the STS and/or the private water system.

Please print the name, address and phone number of the Buyer(s):

Please print the name, address and phone number of the Seller(s):

I (We) hereby agree to all the terms of this Agreement as evidenced by my (our) signature(s).

Buyer(s) _____ Date: _____

Seller(s) _____ Date: _____

On Behalf of the Stark County Combined General Health District, waiver approved by:

_____ Title: _____ Date: _____