

WELL AND SEPTIC ESCROW HOLDBACK AGREEMENT

Date: [Insert Date]

Property Address: [Insert Full Property Address]

Seller(s): [Insert Seller Names]

Buyer(s): [Insert Buyer Names]

Escrow Agent: [Insert Title Company/Attorney Name]

This agreement is entered into between the Buyer and Seller regarding the real estate transaction for the property listed above. Due to [Insert Reason, e.g., weather conditions or repair delays], the required inspection or repair of the [Well and/or Septic System] cannot be completed prior to the closing date.

1. ESCROW DEPOSIT: The parties agree that the Escrow Agent shall hold the sum of \$[Insert Amount] (the "Escrow Funds") from the Seller's proceeds at the time of closing.

2. WORK TO BE COMPLETED: The Seller agrees to complete the following at their sole expense:

[List specific repairs or inspections required, e.g., Septic tank pumping, well water potability test, or drain field repair].

3. DEADLINE: All work and inspections must be completed and documentation provided to the Buyer and Escrow Agent no later than [Insert Date].

4. DISBURSEMENT:

- Upon receipt of a final invoice and a "Satisfactory" inspection report from the [Insert Local Health Department or Inspection Company], the Escrow Agent shall pay the contractor directly from the Escrow Funds.
- Any remaining balance after all repairs and inspections are paid shall be released to the Seller.

5. DEFAULT: If the work is not completed by the deadline stated in Section 3, the Buyer may, at their option, use the Escrow Funds to complete the repairs. If the cost of repairs exceeds the amount held in escrow, the Seller remains liable for the remaining balance.

SIGNATURES:

Seller Signature

Buyer Signature

Escrow Agent Signature