



DHEC WATER SUPPLY/WASTE INSPECTION PERMISSION FORM

PERMISSION: Seller gives permission to SC Department of Health and Environmental Control (SCDHEC) to send a maximum total of ___ qualified and insured SCDHEC employees onto the Property [Address: _____] only between the hours of 9 a.m. and 5 p.m. between the dates of _____ 20__ and _____ 20__ and only for the purpose of conducting ultimately non-destructive septic system inspections soil and water tests percolation tests other _____.

All expenses of such entry and inspections and tests shall be paid by _____. _____ shall select the inspectors/employees who conduct the entry/inspections/tests.

Buyer and SCDHEC shall be responsible for the repair, restoration, and damages caused by entry/inspections/tests.

SCDHEC agrees to only perform entry and inspections and tests as permitted by the Seller (see above).

SCDHEC agrees to share copies of any reports or documents or test results with Seller and Buyer and Brokers.

SCDHEC will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of this entry and inspection permission.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights.

Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights.

Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections
Other _____ see attached.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.

SELLER: _____ Date: _____ Time: _____

SELLER: _____ Date: _____ Time: _____

BUYER: _____ Date: _____ Time: _____

BUYER: _____ Date: _____ Time: _____

SCDHEC: _____

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCR. SCR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.