



Payment Received: _____
Method of Payment: _____
Name of Payor: _____
Payment Received By: _____

WAIVER/EXEMPTION FOR POINT-OF-SALE EVALUATION AND HOLD HARMLESS AGREEMENT

Property Address: _____

City: _____ Zip: _____ Township: _____

Parcel # _____

Due to the following conditions, a waiver OR exemption of the sewage treatment system (STS) evaluation is requested for the above-mentioned property.

This form must be signed by the Buyer and Seller and submitted to the Carroll County General Health District (CCGHD) prior to the closing of the real estate transaction. Please note that CCGHD will not hold up the closing of the real estate transaction.

Exempted transfer, where no evaluation of the STS is required to transfer the property, in accordance with Carroll County Sewage Treatment System Regulations. (i.e. Court-ordered transfer or estate transfer to a family member, see appendix A for more information)
(NO Payment Necessary)

Connection will be made to an available sanitary sewer within one hundred twenty (120) days of transfer.
(NO Payment Necessary)

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:** _____

**Furthermore, it is the Buyer's responsibility to contact the CCGHD to schedule the evaluation within 120 days of occupancy. Any deficiencies found during inspection must be corrected in accordance with all applicable regulations at the expense of the owner at the time of inspection.*

***Payment must be submitted with application:**

Sewage Treatment System Only: \$350.00

Sewage Treatment System & Bacteria Water Test: \$400.00

Hold Harmless: In consideration for this waiver the Buyer and Seller acknowledge 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 inspection. The Buyer and Seller agree to hold harmless and indemnify the CCGHD and the Board of Health for any liability or problems that may arise with the STS.

Please Print the name, address, phone number and email of the **Buyer(s)**:

Please Print the name, address, phone number and email 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:** _____

****For Health Department Use Only****

On Behalf of the Carroll County Health Department, this waiver has been approved by:

Name: _____ **Date:** _____

Title: _____

Director of Environmental Health or Health Commissioner Only

Appendix A

1. All transfers and partitions of real property under order of a court of competent jurisdiction, including but not limited to foreclosure sales, probate sales, and divorce decrees.
2. Transfers from a sole owner to a survivorship when transferor is also one of the survivor transferees, and where no valuable consideration is paid at the time of the transfer.
3. Transfers from a survivorship instrument/joint tenancy to one or both survivors so long as a non-party transferee is not added to the deed, and so long as no valuable consideration is paid at the time of the transfer.
4. Transfers to one or more of the beneficiaries on a Transfer on Death (T.O.D.) deed, and so long as no valuable consideration is paid at the time of transfer.
5. Transfers to a trust, when the transferor is the beneficiary of that trust, and so long as no valuable consideration is paid at the time of the transfer.
6. Transfers from a trust to the remaining beneficiaries, when requirements in "5" are met, and so long as no valuable consideration is paid at the time of the transfer.
7. Transfers by and between spouses, as a result of death of one spouse or otherwise, from or to a survivorship or a tenancy in common, where the spouses are the only parties to the instrument, and so long as no valuable consideration is paid at the time of the transfer.
8. Transfers from a parent to a child or grandchild, where the parent reserves a life estate, and so long as no valuable consideration is paid at the time of the transfer.
9. Transfers made for corrective purposes, so long as the transfer inspection was completed before the time of the original transfer, or original transfer was exempt by virtue of these exemptions, or if the transfer inspections were not mandated at the time of the original transfer.