



## Agreement for a Commercial or Non-Single Family Onsite Wastewater Treatment System (OWTS)

**AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by (Print names of purchasers)

---

---

---

Phone # \_\_\_\_\_ Email Address: \_\_\_\_\_

who intend to purchase certain real property and improvements  
("Property") described as follows:(Print complete legal)

---

---

---

---

More commonly known and referred to as  
(Print property address) \_\_\_\_\_

Whereas, Boulder County Public Health (BCPH) has determined that the onsite wastewater treatment system on the property serves a commercial facility or non-single family structure and is subject to the requirements of Section 6 & Section 7.2 of the Boulder County Onsite Wastewater Treatment System (OWTS) Regulations; and

Whereas, Purchasers are desirous of proceeding with their purchase of the Property subject to the terms and conditions of this agreement; and

Whereas, Purchasers acknowledge that the Boulder County Land-Use process approval are contingent on completing the requirements in this agreement and the Boulder County OWTS Regulations; and

Whereas, failure to comply with the terms of this Agreement will subject the Purchasers to enforcement action; and

Whereas, Purchasers acknowledge that if at any time BCPH determines that the OWTS has become an immediate threat to public health or water quality, a written notice shall be issued to the Purchasers to immediately bring the OWTS into compliance with the Regulations.

NOW, THEREFORE, Purchasers agree as follows:

1. Purchasers agree to submit either an affidavit or apply for a use permit; and if deemed necessary, apply for a repair permit and complete repairs to the OWTS servicing the facility or occupied building on the property within one year after the closing date.



2. Purchasers acknowledge that their failure to comply with the requirements above will cause Public Health to initiate enforcement actions against them, including injunctive relief precluding the use of the property unless and until repairs are completed.

Purchaser's Signature: \_\_\_\_\_

Contact name and phone \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

by \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_