



Public Health
Prevent. Promote. Protect.

Tuscarawas County Health Department

Tuscarawas County Health Department Waiver of Point-of-Sale 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-mentioned property, (check whichever applies to this request).

This form must be signed by the Buyer and Seller and submitted to the Tuscarawas County Health Department prior to the closing of the real estate transaction.

_____ Exempt transfer, where no evaluation of the STS is required to sell the property, in accordance with Tuscarawas County Health regulations, Ohio form “DTE 100EX” must be attached to this waiver. **(No fee required)**

_____ 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:** _____

_____ This property is served by a Home Sewage Treatment System (Septic System)

_____ The property is served by a Private Water System (Well)

_____ Connection will be made to an available sanitary sewer within thirty (30) days of transfer. This is in accordance with the OAC 3701-29-06 (I). **(No fee required)**

_____ Other (Please State Reason): _____

If the home has been vacant/unoccupied (second selection above), then the Buyer or Seller agrees to submit the waiver application and fee for a point-of-sale evaluation to the Tuscarawas County Health Department immediately.

****Furthermore, it is the Buyer’s responsibility to contact the Tuscarawas County Health Department to schedule the evaluation within 180 days of occupancy. Any 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 Tuscarawas County Health Department and the Board of Health for any liability or problems that may arise with the STS and/or private water system.

Buyer Information:

Name(s)
Address
Phone #

Seller Information:

Name(s)
Address
Phone #

We hereby all agree to the terms of this Agreement as evidenced by our signatures:

Buyer(s): _____ **Date:** _____

Buyer(s): _____ **Date:** _____

Seller(s): _____ **Date:** _____

Seller(s): _____ **Date:** _____

Office Use Only

On behalf of the Tuscarawas County Health Department, waiver approved by:

_____ Date: _____

Paid: \$ _____ Date: _____ Check#: _____