

Subject to Satisfactory Soil Test

1. This Contract is conditional upon the Buyer being satisfied in the Buyer's absolute discretion with the results of the soil test to be conducted by the Buyer or Buyer's Agents on the Property within ("due date").
(Insert the timeframe, example "within 30 days from the Contract Date")
The Buyer must act reasonably.
2. If the Buyer is not satisfied with the results of the soil test, then the Buyer may terminate this Contract by providing a written notice to the Seller given by 5pm on the due date whereupon this Contract shall be at an end and the deposit monies shall be refunded the Buyer.
3. The Buyer must make all reasonable steps to obtain the soil test (unless the Buyer chooses to waive the condition in clause 1 above by providing notice in writing to the Seller given no later than 5pm on the due date).
4. If the Buyer is satisfied with the results of the soil test, the Buyer must advise the Seller of the same by notice in writing to the Seller given no later than 5pm on the due date.
5. If the Buyer does not terminate this Contract in accordance with clause 2 above and fails to provide notice in accordance with clause 3 above and fails to provide notice in accordance with clause 4 above, then the Seller may by notice in writing to the Buyer, terminate this contract whereupon this Contract shall be at an end and the deposit monies shall be refunded the Buyer.
6. The soil test shall be obtained by the Buyer at the Buyer's expense and risk.

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Seller/s Signature

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Witness Signature

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Buyer/s Signature

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Witness Signature
