

## **RADON TESTING AND ASSESSMENT AGREEMENT**

This Radon Testing and Assessment Agreement limits our liability. Please read carefully. This Agreement is made effective on the date stated on page 2 by and between the Assessment company and Client(s) also named on page 2. We are an independently owned and operated company engaged in the business of providing professional radon testing services utilizing (if applicable) a certified lab for radon device analysis. You wish to have a Radon test (the "Testing and Assessment") performed on a Property located at the address stated below.

**Purpose.** The purpose of the Radon Testing and Assessment is to detect the level(s) of radon within the lowest livable area, above any adjacent slab(s) and/or crawl space(s) of the Property and provide the Client(s) the radon levels for possible radon mitigation if levels are elevated above 4.0 pCi/L.

**Scope of Radon Testing and Assessment.** The Radon Testing and Assessment consists of a visual Assessment of the Property to identify the lowest livable area for radon device placement. If the visual Assessment reveals additions to the Property such as a slab and/or crawl space(s), with living spaces above, then additional radon testing is required (Additional Testing). It is important to note that all areas identified MUST have samples collected if radon mitigation specifications are to be produced. The results of radon testing are not a guarantee that radon does or does not / will or will not exist in the Property; the results are indicative only of the radon level in the areas sampled at the time the service is performed. We follow the guidance of the Environmental Protection Agency (EPA) Radon level of 4.0 pCi/L and above for radon mitigation.

**Radon Testing.** Following the visual Assessment, the sample(s) shall be taken by the use of a radon measurement device. The device shall be placed in the lowest livable area and additional radon devices above any additional slab(s) or crawl space(s). Continuous Radon Monitors (CRMs) and E-Perms may provide results at the end of the testing. Radon devices that are activated charcoal, liquid scintillation, and if applicable, electrets and CRM will be sent to a certified radon specialist / lab, where they will be analyzed to determine the level of radon. The lab will then issue a report detailing the level(s) of radon found in the devices. An EPA reference guide may be provided, which explains radon and its decay products along with any recommended action(s).

**Radon Testing and Assessment Exclusions.** If the test conditions in this Agreement are not adhered to, the test results may be deemed invalid and We shall not be held responsible for any consequences or fees that should occur, for example, a loss of real estate transaction. Once the radon device is placed it cannot be moved, covered or altered in any way. Any alterations to the Property including but not limited to, HVAC systems, exterior window/door replacement, additional living spaces, major renovations to the interior, may change the radon levels and warrant another Radon Testing and Assessment.

**Agreement for Additional Testing.** If other areas are discovered, you will be advised to do testing of those areas for an additional fee(s) by executing an Agreement for Additional Testing. In the event You execute the Agreement for Additional Testing, that Agreement will become an additional addendum to this Agreement. The cost of the additional sampling is in addition to the Radon Testing and Assessment.

**Report of Radon Levels.** Following the visual Assessment and additional sampling (if conducted), You will be provided with a written report identifying the level(s) of radon read from the device(s) along with a summary of radon level(s); above the acceptable radon limit or below the acceptable radon limit.

**Closed Building Conditions and Air Circulation.** Since radon and its decay products can vary from hour to hour and season to season the following recommendations for closed building conditions and air circulation were developed by the EPA to provide standardized conditions under which a short-term Radon Testing and Assessment is to be performed in order to reduce the variation in radon levels in a Property. These conditions will help the radon measurement determine if a dwelling has the "potential" to have an elevated radon level. All exterior windows and doors must be kept closed.

All doors to and from the lowest livable area must be kept closed except for normal, momentary entering and exiting during testing. Heating, air conditioning, dryers, range hoods, bathroom fans and attic ventilators can be operated normally. However, any heating, air conditioning, or ventilating equipment that has a built in outdoor air supply that is manually controlled, shall be turned off or the inlet closed. Fireplaces or wood stoves shall not be operated, unless they are a primary heat source. Whole house fans shall not be operated. Window fans shall be removed or sealed shut. **These test conditions must be initiated 12 hours prior to the start of the radon device being placed and must be maintained for the duration of testing not exceeding 4 days.**

**Notice of Claims.** You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission in connection with the Testing and Assessment shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a sufficient period of time to investigate the claim(s) or complaint(s) by, among other things, re-Assessment before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. **You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.**

**Limitations Period.** Any legal action arising from this Agreement or from the Assessment and Report, including (but not limited to) the arbitration proceeding more specifically described below, must be commenced within one (1) year from the date of the Assessment. **Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon.** This time limitation period may be shorter than provided by state law.

**Arbitration.** Any dispute concerning the interpretation of this Agreement or arising from the Assessment and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home Assessment industry.

**Unconditional Release and Limitation of Liability.** It is understood and agreed that we and the lab are not insurers and, that the assessment and report to be provided under this Agreement shall not be constructed as a guarantee or warranty of the adequacy, performance or condition of any structure, item, or system at the property. You hereby release and exempt us, the lab and our respective agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage or personal injury of any nature. In the event that we, the lab or our respective agents or employees are found liable due to breach of contract, breach of warranty, negligent misrepresentation, negligent hiring or any other theory of liability, then the cumulative aggregate total liability of us, the lab and our respective agents and employees shall be limited to a sum equal to the amount of the fee paid by you for the assessment and report.

**Confidentiality.** You understand that the Assessment is being performed (and the Report is being prepared) for your exclusive, confidential and sole benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). *If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the Assessment or the Report brought by the third party.*

## RADON TESTING AND ASSESSMENT

Location of Area to Be Sampled*	Date Set	Time Set	Date Retrieved	Time Retrieved	Type of Radon Device	Device Number	Price	Initials
							\$	
							\$	

### AGREEMENT FOR ADDITIONAL TESTING

**Visual Assessment Results:** Based upon the results of the visual Assessment, we recommend that additional testing be taken in the Property. A checked box indicates the condition(s) warranting this recommendation below. You will be provided information within the written Radon Testing and Assessment Report identifying the areas where additions to the Property were discovered. This Agreement is not intended to be a substitute or replacement for the visual Assessment. Any and all additional samples will be performed as stated in page 1 "Radon Testing". All testing results will be included in the Radon Testing and Assessment Report.

- Evidence of one or more crawl spaces attached to the dwelling. It is recommended that additional testing be performed above this/these area(s).
- Evidence of one or more slab on grade attached to the dwelling. It is recommended that additional testing be performed above this/these area(s).
- Evidence of living space above a garage attached to the dwelling. It is recommended that additional testing be performed above this/these area(s).

Based on the above-checked items, the Client(s) agrees to have the following samples taken in the home, as indicated by Your initials. By **not signing**, Client(s) **decline** that the Assessor conducts the services recommended above.

Location of Area to Be Sampled*	Date Set	Time Set	Date Retrieved	Time Retrieved	Type of Radon Device	Device Number	Price	Initials
							\$	
							\$	
							\$	

\*Radon testing is required in each of the areas identified in the Agreement.

Client(s) understand that by requesting additional testing that this Agreement for Additional Testing becomes an additional addendum to the Radon Testing and Assessment Agreement and subject to the terms thereof.

The undersigned Client(s), acknowledge that Client(s) have been advised and encouraged to have the additions to the Property tested for radon. Client(s) agree to hold harmless the Assessor for any damages, responsibility and fees that should occur. **Also, Client(s) understand that Radon Mitigation Specifications cannot be produced unless the above mentioned samples are collected and analyzed.**

**Fees.** The base fee for this Radon Testing and Assessment is \$ \_\_\_\_\_ + Additional Samples @ \$ \_\_\_\_\_ (See above table for details) Total Fee \$ \_\_\_\_\_

THIS ASSESSMENT, ASSESSMENT AGREEMENT AND REPORT DO NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND; NOR DO THEY SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW. By signing below, you acknowledge that You have read, understand, and agree to the terms and conditions of this Agreement, including (but not limited to) the limitation of liability, arbitration clause and limitation period, and agree to pay the fee listed in the shaded box above.

Client(s) Name \_\_\_\_\_

**Property Address**

Street Name	City	State	Zip Code

CLIENT(S)

ASSESSOR

X \_\_\_\_\_  
 Client Name Date

X \_\_\_\_\_  
 Company Name Date  
 Title