



Radon Inspection Agreement

CRM Serial # _____ Data Logger Serial # _____ Test # _____

Date: ____ / ____ / ____

The address of the property is: _____

Fee for the Radon inspection is: \$ _____.

THIS AGREEMENT made this _____ day of _____, _____, by and between THE HOUSE PROFESSOR

HOME INSPECTION (Hereinafter "INSPECTOR") and the undersigned _____ (hereinafter "CLIENT"), collectively referred to herein as "the parties." The parties Understand and Voluntarily Agree as follows:

INSPECTOR agrees to perform a radon inspection of the home/building to measure the radon level in the air by the use of an approved short-term collection device (Sun Nuclear Continuous Radon Monitor, Model #1027), will require a minimum of 48 hours but may take longer. INSPECTOR shall provide CLIENT with a written radon inspection report identifying the results of the collection device analysis.

DISCLOSURE: Radon is a colorless, odorless radioactive gas that may be harmful to humans. The amount of radon in the air is measured in picocuries of radon gas per liter of air, or "pCi/L." While any radon exposure creates some risk to health, a level of 4 pCi/L or higher is generally considered dangerous by the EPA, which recommends that remedial measures be taken to reduce or eliminate radon from the home/building.

Under this Agreement, INSPECTOR shall only report the results of the radon analysis to CLIENT and INSPECTOR shall in no way be responsible to correct or mitigate radon in the home/building. As a courtesy, INSPECTOR may offer comments related to methods for the mitigation of radon in the home/building, but these comments will not create any obligation of INSPECTOR to develop any mitigation plan or perform the implementation of such plan. Whether or not the presence of radon in the home/building is detected, CLIENT shall be responsible to pay for the bargained-for radon inspection report. The report is only supplementary to the seller's disclosure.

Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the radon inspection in accordance to the current Standards of Practice of the International Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. CLIENT also understands that InterNACHI is not a party to this Agreement and that InterNACHI has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold in conjunction with this radon inspection.

The radon inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR's radon inspection of the home/building and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law.

INSPECTOR assumes no liability for inaccurate data referred to herein. CLIENT agrees to abide by certain instructions provided by INSPECTOR for the proper testing, detection and analysis of radon gas levels in the home/building, and INSPECTOR shall not be liable for any negligence or other interference in this regard by CLIENT or his invitees during the testing period. INSPECTOR shall not be responsible for the cost of developing or implementing a radon mitigation plan, and further shall not be liable for detection of deficiencies, whether patent or latent, not otherwise part of an independent home inspection contract with INSPECTOR, merely as a result of INSPECTOR's presence at the home/building. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the

INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the radon inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this radon inspection, and for an additional fee, perform additional inspections and otherwise create or implement certain radon mitigation plans or systems beyond those within the scope of the basic radon inspection. Any agreement for such additional services shall be in a separate writing or noted here

In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or INSPECTOR's relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado.

If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

The Sun Nuclear 1027 Continuous Radon Monitor being used to perform the radon survey of the dwelling referenced below meets the appropriate standards set by the U.S. Environmental Protection Agency for conducting radon measurements. The operator will conduct a radon survey for a minimum of 48 hours according to protocols designed for use in residences, as described in the Environmental Protection Agency's publication, "*Protocols for Radon and Radon Decay Product Measurements in Homes*", Office of Air and Radiation (6609J), EPA 402-R-93-003, June 1993. The HOBO U12-012 Data Logger is used in conjunction with the Sun Nuclear 1027 CRM to provide additional interference-resistant techniques to the overall testing procedure.

Closed House Conditions

The following conditions must be maintained in order to achieve a valid test:

1. All exterior windows must be kept closed. All exterior doors must be kept closed except for momentary entry and exit.
2. The "closed house conditions" above must have been maintained for 12 hours prior to the beginning of the test as well as during the test.
3. The radon monitor cannot be moved, covered, or tampered with in any way.
4. High volume, whole-house, and window fans shall not be operated. Fireplaces or wood stoves shall not be operated unless they are the primary heat source.
5. Heating and air conditioning (including permanently installed heat recovery ventilators) should operate normally.
6. The operation of dryers, range hoods, bathroom fans, and other mechanical systems that draw air out of the building may adversely affect your measurement results.

The EPA strongly encourages that radon measurements conducted for real estate transactions be performed using interference-resistant techniques. Be alerted that the HOBO Data Logger U12-012, used in conjunction with the Sun Nuclear 1027 CRM, has the ability to detect and record environmental changes that may indicate device movement, interference, or tampering during the test procedure. Hourly readings will record any unusual swings in the radon concentration, temperature, relative humidity, monitor disturbance, and other environmental factors. At his/her discretion, the tester may nullify the test result if it appears that, in his/her professional judgment, the results are unreliable due to the suspicion of tampering. In that event, the seller may incur the cost of a re-test.

Select payment option:

Payment of the fee to INSPECTOR (less any deposit) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

The parties agree that all sums owed to INSPECTOR will be paid to INSPECTOR at the closing on the subject property. CLIENT specifically and irrevocably authorizes and instructs the title company or closing agent to pay INSPECTOR all sums owed to INSPECTOR at the closing on the property, and CLIENT further agrees to indemnify, release, and hold harmless the title company or closing agent, their employees and agents, from any liability or claims allegedly arising out of any such distribution to INSPECTOR at closing. An invoice submitted by INSPECTOR to the title company or closing agent shall be sufficient to establish the amount to be paid to INSPECTOR at closing.

HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTION COMPANY or its employees or visitors or of independent contractors engaged or paid by INSPECTION COMPANY for the purpose of inspecting the subject home.

If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement. This Agreement is not transferable or assignable.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Signature: _____

Date: _____ / _____ / _____