



Radon Testing Agreement

Client _____

Phone _____ Email _____

Tested property address _____

This agreement made this date _____, by and between Brookfield Homes LLC, (dba: The Insider Home Inspection, hereinafter "Inspector") and the above named and undersigned (hereinafter Client) collectively referred to herein as "parties". Inspector will perform a radon gas measurement test of the above mentioned property at the request of the client.

Radon Test Definition and Limitations. The test shall be a continuous monitoring, short-term radon test, the endurance of which will be approximately forty-eight hours. The test measures radon gas levels in the subject building only for the time period of the test and for the conditions present during the test, and will not measure any other possible environmental hazards. Radon levels in any building can fluctuate over any given period of time. Fluctuations may be caused by variables such as weather, soil condition, construction activities on the subject property or nearby, condition of the building, or other factors which are beyond the control of the Inspector. The test therefore is not a predictor of future radon levels at the property.

Radon is a colorless, odorless radioactive gas that may be harmful to humans. Radon testing measures radioactive events per liter of air, known as picocuries (pCi/L). While any radon exposure creates some risk to health, the Environmental Protection Agency recommends remedial actions to reduce radon be taken at the level of 4 pCi/L or higher.

Inspector will conduct test according to EPA defined protocols. Activities of persons living within or entering the tested building are part of the protocols. Prior to beginning of test, Inspector will provide details of the protocols to Client. Client agrees to adhere to these protocols and understands that failure to adhere to protocols can adversely affect accuracy of the test. Client agrees that failure to follow protocols will not release Client from obligation to pay testing fee. Client assumes responsibility to arrange for follow up testing, which is recommended for following circumstances: 1) Change of ownership 2) Structural alterations to building which change ventilation pattern 3) Occurrence or presentation of cracks in building foundation 4) Occurrence of nearby blasting or earthquakes 5) Every two years.

Inspector will report test results only to the Client. Inspector will not be responsible to provide corrective measures to reduce radon level in the building, or required to speculate as to what corrective measures should be taken. The test and report are in no way a guarantee or warranty, expressed or implied, regarding present or future use or habitability of the tested structure.

At conclusion of testing period, results will be electronically submitted to the approved testing laboratory. The laboratory will strive to and in most cases return the analyzed results to the Inspector and Client on the same day. Laboratory procedures and timetables are beyond the control of the Inspector, however, and the Inspector shall be allowed up to forty-eight hours to provide analyzed test results. Client agrees to pay testing fee upon delivery of report of analyzed results.

Disputes. Client agrees that any claim of inaccuracy or discrepancy regarding the test or report, shall be made in writing and reported to Inspector within ten business days of discovery.

Limitation Of Liability. Client agrees that the payment for the testing is based solely on the value of the service provided by the Inspector in the performance of the testing and the production of a written test report, with results of the report being determined by a laboratory to which the Inspector has no affiliation. Therefore, irrespective of guarantee or warranty offered by testing device manufacturer or the testing laboratory, the inspector himself offers no guarantee or warranty regarding accuracy of test results, and will assume no liability for any inaccuracy in the report. If any liability should occur to the Inspector arising from this agreement or from Inspector's performance pertaining to this agreement, such liability will be limited to a sum equal to the fee charged for the testing service, and shall be paid as liquidated damages and not as penalty, and this liability shall be exclusive.

Arbitration. Client and Inspector agree to first attempt to resolve informally any dispute which may arise from this Agreement or from the performance pertaining to this Agreement. Should such informal attempts fail, parties agree to resolve any such dispute by submittal of dispute to Arbitration Solutions of Alabama, in accordance with rules and procedures for arbitration of environmental testing. The decision of the appointed arbitrator shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. Parties agree that in any such arbitration, all limitation of liability provisions of this agreement shall apply.

Severability and Attorney's Fees. If any part of this Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining items shall remain in full force and effect. The prevailing party in any dispute arising from this Agreement shall be awarded all reasonable attorney fees or arbitrator fees and related costs.

Entire Agreement. This agreement represents the entire agreement between the parties. No oral agreements or understandings shall modify or amend any part of this agreement unless such amendments are in writing and are signed or initialed by the parties. This Agreement shall be binding to the parties and their spouses, heirs, executors, successors or representatives of any kind. Client agrees that if Client is not present at time of testing or does not sign this testing Agreement that this Agreement will become part of the Testing Report and delivery of the report to Client by mail, in person, or by internet will constitute acceptance of all terms and conditions of this Agreement.

Payment. Client agrees that testing fee will be the amount specified in this Agreement and that the fee is due and payable upon presentation of the testing report and that the fee does not include a retesting fee.

Testing Fee \$ _____

Authorization. I, the undersigned, have read and understand this agreement and agree to all the terms and conditions herein, and authorize the Inspector to complete a short term radon measurement test at the address specified in this Agreement.

Client _____ Date _____

Inspector _____ Date _____

If client wishes to authorize Inspector to release Test Report to any other party, please indicate with initials and name of other party.

Client initials _____ Name of other party _____