

1A Home Inspections

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This Agreement Limits Our Liability – Please Read It Carefully

Radon Test Agreement

This agreement is made and entered into by and between 1A Home Inspections (hereinafter referred to as "Inspector", and _____, (hereinafter referred to as "Client"). *(Print Name)*

The Parties Understand and Voluntarily Agree as follows:

1. Client hereby requests a radon measurement test for the Property to be conducted by Inspector. The inspection covers the placement of radon measuring equipment and/or devices, collection of same equipment/devices, results report, lab fees, and obtained data at the conclusion of the test. The testing will conform to the standards of the U.S. EPA. This radon test is a screening measurement serving to indicate the potential for elevated radon levels at the locations tested in the Property. It will provide information to help determine if any additional action is needed.

2. As specified by the EPA, the following conditions must be met prior to and during the test

- All windows, doors, and crawlspace vents must be closed 12 hours before the start and during the test period. Normal entry and exit through exterior doors is acceptable.
- Internal/external air exchange systems (e.g. whole-house fans, window air conditioners w/outside damper open, window fans, etc.) must not be used 12 hours before the start and during the test period.
- Radon test devices must not be moved or tampered with in any way during the test period.
- Normal operation of heating and air conditioning systems as well as fireplaces or wood-burning stoves used for heating purposes is permissible, although fireplaces and/or wood burners can only be used in no other source of heat is available.

3. Client understands that the Inspector's control of these conditions is limited to the actual placement of the test device. Any tampering or manipulation of the test conditions prior to or during the test period are out of the Inspector's control and might not be detected. The fee is due whether or not the occupants comply with these test conditions. Changes in heating and ventilation may alter radon levels. Inclement weather can contribute to unreliable test results. Since radon levels can vary greatly from season to season as well as from room to room, this test only serves to indicate the potential for a radon problem.

Changing soil conditions can also affect results from year to year. The test results are an

average of the radon concentrations in the area tested during the period the measurement device was exposed.

4 Client understands and agrees that liability of Inspector and/or its employees and agents for claims or damages, costs of defense, attorney's fees, or expenses and payment arising out of, or in any way connected with, errors or omissions in the radon testing or in the testing report shall be limited only up to the cost of the inspection fee, and Client releases Inspector from any additional liability. These services are performed for the exclusive use and possession of Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.

5 This Agreement represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia, and if that state's laws or regulations are more stringent than the forms of the Agreement, the state law or rule shall govern.

6. If married, Client represents that this is a family obligation incurred in the interest of the family.

7. Payment is due before or at the time of inspection. We accept Cash, Credit Card through PayPal or Personal Check if written on a local bank. There will be a \$50 fee on all returned checks.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. The Client, as the undersigned responsible individual, understands all of the above conditions and restrictions, and agrees to inform all occupants of the Property of the conditions to be met during the test period. Inspector must receive payment and a signed a copy of this Agreement from the Client before any findings, either verbal or written, can be released.

Client's Signature: _____

Date: _____

Inspector's Signature: _____

Date: _____

Client authorizes release to the following: [] Buyer's Realtor [] Other _____