



P.O. Box 1442
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(502) 827-9100

RADON MITIGATION SERVICES AGREEMENT

This Agreement is made and entered into by and between Kline Home Inspection, LLC, and the Client.

The following airborne radon reduction proposal is based on _____ pCi/L of radon as disclosed to or measured by Kline Home Inspection:

STEP 1: Perform diagnostic testing at job site:

- Radon measurement test or confirm results from prior certified radon measurement test.
- Visual inspection of property to determine possible radon entry points to be sealed.
- Determine proper location for active radon sub-slab depressurization system.

STEP 2: Seal any major radon entry routes discovered during on-site evaluation:

- Caulk major cracks/holes in floor and walls with polyurethane caulk.
- Install ___ plastic sump cover(s) over or seal existing sump hole(s)/open pit(s) in floor.
- Inject closed cell foam in the open block foundation tops.
- Install ___ radon proof floor drain(s) into existing drain(s).
- Fasten vapor barrier over open dirt/rock area. Approximate size is _____
- Seal French Drain as needed (curtain drain will remain in working order).

STEP 3: Install an Active Soil Depressurization (ASD) System:

The vent pipe will be 4" PVC and will be routed from the basement _____ through the
 garage first and/or second floor closet(s) wall to the exterior of the home _____

The radon system exhaust fan will be a: RadonAway™ Model # _____ or suitable fan as determined by diagnostic test.

The fan has a manufacturer's warranty period of: 5 years _____ years.

The fan will be located: in the garage attic in the main attic outside at ground level _____

The exhaust pipe will be routed from the fan: along the exterior of the structure and over the eave through the roof on the back or side of the home (if applicable) _____

The exhaust pipe will consist of: 3" PVC 4" PVC _____

The fan's operational performance will be monitored by a: U-tube manometer (visual gauge) "Checkpoint II" (an audible and visual alarm). These monitors do not measure radon.

The system monitor will be mounted on or next to the vent pipe in the: basement garage closet _____

The system control switch will be installed: next to the fan in the basement _____

The post installation radon testing device will be provided by: Kline Home Inspection Homeowner _____

STEP 4: Perform post-installation test: 2 weeks _____

This system (steps 1, 2 & 3) is guaranteed to reduce the radon level below the EPA guideline of 4.0pCi/l for a period of at least: 3 YEARS _____ YEARS. See Terms and Conditions section for system guarantee and contractual information.

RADON MITIGATION SERVICES TERMS AND CONDITIONS

OBLIGATIONS OF KLINE HOME INSPECTION

(a) Kline Home Inspection shall complete work within a reasonable time period from the date of commencement of work. The Customer understands that Mitigation (the process of reducing or controlling radon accumulation to acceptable levels) may require additional visits to the job site. Kline Home Inspection shall not be liable to any person for delay if hired to perform analysis and mitigation services with insufficient time to complete the work required. (b) Kline Home Inspection shall supervise and direct all Mitigation work; have sole control over the means, methods, techniques and procedures of installation; and shall have full responsibility for the coordination of all components of the Mitigation. (c) Kline Home Inspection shall keep the Property and the surrounding area free from accumulated waste or rubbish during the Mitigation and remove all waste, rubbish, tools, equipment, and surplus materials from the Property upon completion of the Mitigation.

OBLIGATIONS OF THE CUSTOMER

(a) Customer shall be responsible for providing, at the Customer's expense, all utilities required throughout the completion of the Mitigation, including but not limited to: heat, electricity, gas (if the Property is so served) and water. (b) Customer shall make the work area accessible during the Mitigation and acknowledges that any work performed by Kline Home Inspection to clear existing obstructions of any kind may be subject to additional charges. (c) Customer shall maintain (at the Customer's expense) property insurance on the Property, to the full insurable value thereof, which such policy shall be an all-risk policy and shall specifically insure against the perils of fire and shall contain extended coverage for injury or property damage including theft, vandalism and malicious mischief.

PAYMENT FOR SERVICES

(a) Payment in full is due upon receipt of Kline Home Inspection's invoice for services rendered unless otherwise agreed upon. Overdue accounts are subject to 1.5% per month interest charge. (b) Customer agrees to pay any and all expenses incurred by Kline Home Inspection in connection with the collection of the contract price herein, including, but not limited to, a reasonable attorney's fee.

DISCOVERY OF HAZARDOUS MATERIALS

In the event the Property contain 'hazardous materials', as that term is commonly defined (other than Radon gas, but including oil leaks and asbestos), Kline Home Inspection reserves the right to cease the Mitigation until such time as the Customer has (at Customer's expense) removed such hazardous materials. In the event the Customer fails to remove such materials within sixty (60) days after notification of its existence by Kline Home Inspection, this Agreement shall be considered breached by the Customer and all payments made to Kline Home Inspection theretofore, shall become the property of Kline Home Inspection.

LIMITATION OF LIABILITY AND DISCLAIMER

(a) Kline Home Inspection shall not be liable for any delay, or for any failure to deliver, or for any failure to Mitigate radon levels to the agreed upon level (whether immediately after installation or within the stipulated Guarantee period), resulting from any cause beyond Kline Home Inspection's reasonable control. Such causes include, but shall not be limited to: an act of God or the public enemy, an act of any government, a fire, a flood, epidemic, quarantine restriction, high radon levels due to well water contamination or building material contamination, inaccurate disclosure of airborne radon levels, strike, freight embargo, unusually severe weather, structural renovations to the Property after Mitigation completion, or Kline Home Inspection's inability to obtain necessary materials, labor or transportation. Kline Home Inspection shall not be liable for failure to Mitigate radon levels due to high water table or ground water presence underneath or surrounding the work area that prevents adequate sub-slab or sub-membrane airflow. (b) Customer acknowledges that Kline Home Inspection has made no certifications regarding the health effects of Radon gas, nor has Kline Home Inspection made any representations to the Customer that Mitigation of Radon gas in accordance with the Proposal will eliminate the health risks of Radon gas. Kline Home Inspection hereby disclaims all liability for Radon related illnesses (whether contracted prior or subsequently to the completion of the Mitigation). Customer should direct any questions pertaining to health effects of exposure to Radon gas to the regional EPA office or state health department. Customer acknowledges and agrees that Kline Home Inspection shall have no liability for any injury or damage to property other than that which arises by reasons of the negligence or gross misconduct of Kline Home Inspection, its agents or employees.

ENTIRE AGREEMENT

This Agreement represents the entire agreement between Kline Home Inspection, LLC and the Client. No change or modification shall be enforceable against either party unless such change or modification is in writing and signed by all parties. This agreement shall be binding and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.

The Client and Kline Home Inspection, LLC agree that should a court of competent jurisdiction determine and declare that any portion of this Agreement is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

AIRBORNE RADON GUARANTEE - ACTIVE SUB-SLAB DEPRESSURIZATION SYSTEM

Kline Home Inspection performs work for the purpose of reducing radon. The US EPA and some State Health Departments set guideline levels of acceptable radon concentrations. Kline Home Inspection does not endorse these levels as safe or without risk. In fact, the US EPA suggests that there is a risk involved from long-term exposure to radon at any level.

Kline Home Inspection will install an Active Sub-Slab Depressurization System (ASD) to reduce the annual average airborne radon concentrations. Kline Home Inspection hereby guarantees to the owner of the Property that the ASD is constructed in conformity with all applicable current EPA, American Association of Radon Scientist and Technologist (AARST), and State radon reduction standards and is free from mechanical defects caused by faulty materials or workmanship. Kline Home Inspection agrees, at its sole cost and expense, to correct or replace during the 12 month period immediately following the date of installation, any part of the ASD which, due to faulty materials or workmanship, is found mechanically defective under normal use. This Guarantee will not apply if any damage to the ASD components or its performance is due to occupant negligence or servicing by any occupant, installer or technician other than an authorized representative of Kline Home Inspection. Replacement of guaranteed parts by Kline Home Inspection is subject to a labor charge. Kline Home Inspection's liability shall be limited to repair or replacement of those mechanically defective products or materials; and in no event shall Kline Home Inspection be responsible for consequential damages to persons or property. Provided, however that this Guarantee shall apply only if Kline Home Inspection receives written notice from the owner of the Property of each particular defect complaint within 12 months after the date of installation. Kline Home Inspection reserves the right to inspect prior to performing any work pursuant to this Guarantee.

Kline Home Inspection further guarantees that the average annual radon concentrations in the Property will remain below the agreed upon level for radon for the period agreed to from the date of installation. Future testing is the responsibility of the owner. The EPA and Kline Home Inspection recommend periodic testing to ensure that low radon levels are being achieved. Testing must be conducted by, or analyzed by, a certified radon testing company or individual adhering to current EPA, AARST, and State standards for testing to qualify under this Guarantee. Kline Home Inspection's liability shall be limited to making necessary modifications to the ASD to achieve the desired level of radon concentrations; and in no event shall Kline Home Inspection be responsible for consequential damages to persons or property. This Guarantee will not apply if the ASD fails to achieve the desired level of radon concentrations due to well water contamination, building material contamination, a high water table, groundwater presence underneath or surrounding the work area that prevents adequate sub-slab or sub-membrane airflow. **Guarantee is transferable between property owners.**

PAYMENT

Payment is due upon completion of work on day of installation unless otherwise specified. The Client agrees to pay all legal and time expenses incurred in collecting past due payments. There will be a fee of \$30 on returned checks.

I, the Client, understand that the authorization of this Mitigation constitutes acceptance of this agreement in full. I have read, understand, and agree to be bound by the terms of this Agreement.

Client Signature _____ Date _____

CLIENT CONTACT INFORMATION

Name: _____

Address: _____

City, state, zip: _____

Telephone/e-mail: _____

How did you hear about us?

Phone book _____

Internet search _____

Realtor _____

Mortgage broker _____

Other _____

TEST INFORMATION

Property address: _____

Property city, state, zip: _____

Test Date: _____

Test Fee: _____ Payment type: Cash Check (Check Number: _____) Credit