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## **RADON MEASUREMENT TEST SERVICES AGREEMENT**

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

The Client hereby orders a radon measurement test on the property listed on page 2 of this agreement, to be conducted by Kline Home Inspection, LLC. The radon measurement test covers the placement of radon measuring equipment, and the collection and delivery to the Client of all obtained data at the conclusion of the testing period. The test and report will conform to the standards of the U.S. Environmental Protection Agency (EPA) and the National Environmental Health Association (NEHA). This radon measurement test is a screening measurement that serves to indicate the potential for radon levels at the location tested. It will provide information to help determine if any additional action or additional testing is needed at this time.

The Client and Kline Home Inspection, LLC agree to the following:

### **TEST CONDITIONS**

As specified by the EPA, the following conditions must be met prior to and during the test period to help ensure an accurate reading: 1) All windows and doors must be closed 12 hours before the start and during the entire test period. Normal entry and exit through exterior doors is acceptable. 2) Internal-external air exchange systems (e.g., whole-house fans, window fans, window air conditioners with outside damper open, etc.) must not be used 12 hours before and during the entire period of the test. 3) Radon test devices must not be moved or tampered with in any way during the test period. 4) 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 if no other source of heat is available.

### **LIMITATIONS OF TEST**

The Client understands that our control of the above test 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 our control and may adversely affect the accuracy of the testing. The fee is due whether or not the occupants comply with test conditions.

Changes in heating and ventilation may raise or lower radon levels. Inclement weather such as storms or high winds can contribute to unreliable test results. Since radon levels can vary greatly from season to season as well as from room to room, this screening measurement 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 only an average of radon concentrations in the area tested during the period the measurement device was exposed. The EPA and Kline Home Inspection, LLC suggest regular follow-up measurements be made.

### **LIMIT OF LIABILITY / CONFIDENTIALITY**

The Client agrees that the liability of Kline Home Inspection, LLC and or its agents, employees and testers for claims or damages, costs of defense and suit, attorney's fees, or expenses and payment arising out of, or in any way connected with, errors or omissions in the radon measurement test, or in the radon measurement test report shall be limited only up to the cost of the radon measurement test fee, and the Client releases us from any additional liability. The Client agrees the radon measurement test, and the radon measurement test report, is confidential, and is made for the sole benefit of the Client. The report is nontransferable and use or reliance upon the report by anyone other than Client is not authorized. Client agrees to indemnify and hold Kline Home Inspection, LLC harmless from any damages, losses or claims brought against Kline Home Inspection, LLC by third parties to whom Client has released the report in contravention of this Agreement, including reasonable attorney fees.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to, this contract or arising out of, from or related to the

radon measurement test or radon measurement test report shall be submitted to final and binding arbitration under the rules of the state in which the inspected property is located. The decision of the Arbitrator appointed thereunder shall be final and binding. Judgment on the Award may be entered in any Court of competent jurisdiction.

## 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.

## PAYMENT

Payment is due when the test is placed. The test findings will not be released until payment is received. 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 inspection 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