

Radon Measurement Contract Agreement



This Agreement is made and entered into by and between Midlands Home Inspections, Inc. and the "Client", [redacted].

The client will pay the sum of [redacted] due at the time of service or before.

The findings, written or verbal, will not be released until payment is received. The client agrees to pay all legal and time expenses in collecting past due payments.

The Radon Measurement test is for the property located at: [redacted]
City: [redacted] State: [redacted] Zip: [redacted]

The listed client hereby orders a radon measurement test for the above referenced property to be conducted by Midlands Home Inspections, Inc. The test covers the placement of radon measuring equipment, and the collection and delivery to the client, all obtained data at the conclusion of the testing period. The testing and report will conform to the standards of the US Environmental Protection Agency (EPA). This radon test is a screening measurement that serves to indicate the potential for radon levels at the location tested in the above referenced property. It will provide information to help determine if any additional action or additional testing is needed at this time.

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.

The Client and Midlands Home Inspections, Inc. agree to the following:

❖ CLOSED BUILDING CONDITIONS REQUIREMENTS

- All windows in the house must be kept closed.
- All doors leading to the outside must be kept closed, except for normal entry and exit.
- Heat and Air Conditioning may be used, with the fan in the AUTO mode.
- Whole house fans should not be used.
- Ceiling fans, portable dehumidifier and air filters should not be used within 20 feet of the monitor.
- Fireplaces should not be used during the test period and the flu damper should be kept closed, unless they are a primary heat source.
- Dryers, range hoods and bathroom exhaust fans can be used in moderation.
- If your home has a radon mitigation system, the system shall be running for at least 24 hours prior and continuously during the testing period.
- All accessible basement windows have been sealed, and must remain sealed if this test is to be considered valid.
- If home is unoccupied, heating or air conditioning system must be set between 67-77F with fan in AUTO mode.
- Window fans should be removed or sealed shut.

❖ The radon detector cannot be moved, covered, or altered in any way.

- The EPA recommends that radon measurement conducted for real estate transactions be performed using tamper-detection techniques. Be alerted that some detection devices are equipped with the ability to detect, and record when the device is moved. These devices will show unusual swings in radon concentration. At his discretion, the tester may nullify the test results if it appears that, in his professional judgment, the results are unreliable due to the suspicion of tampering. In that event, the seller may incur the cost of a retest.

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 might not be detected. The fee is due whether or not the occupants comply with the 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 Midlands Home Inspections, Inc. suggest regular follow-up measurements be made.

The client agrees that the liability of Midlands Home Inspections, Inc. and its inspectors for claims for damages, costs of defense and suite, 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 measurement test, and the client releases us from any additional liability. The client agrees the report is confidential, and is made for the sole benefit of the client. If you allow or cause the report to be distributed to a third party, you agree to indemnify, defend, and hold us harmless if a third party brings a claim against us regarding this test. In the event of a claim against Midlands Home Inspections, Inc., the client agrees to supply us with the following:

- Written notification of adverse conditions within 14 days of discovery.
- Access to the premises.

Failure to comply with the above conditions will release Midlands Home Inspections, Inc. and its inspector from all and any obligations or liability of any kind.

This agreement contains the entire agreement between the parties hereto relative to the radon testing, and there are no other representations, warranties or commitments, except as are specifically set forth in this document. This agreement may be modified, altered or amended only by a writing signed by all of the parties hereto.

The Client, by signing this agreement, states that they have fully read and understand the contract into which is entered and acknowledges receipt of a copy of this agreement. Midlands Home Inspections, Inc. must receive a signed copy of this agreement from the client before any findings, either verbal or written, can be released to the client.

Client

Date

Brent Simmerman
Radon Specialist #124

Date