

**RADON MEASUREMENT AGREEMENT
THIS AGREEMENT LIMITS OUR LIABILITY
PLEASE READ IT**

We (AHI Home and Building Inspection Services) will perform a Radon measurement test of the building you have an interest in at _____ (the property). The fee for the service is \$ _____. Additional charges apply if a return trip is required due to lack of access to the property or non-compliance with **Test Conditions** outlined below. We and you (the customer); understand and agree to the following:

Purpose - 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 testing is needed at this time. Please refer to the latest edition of the Environmental Protection Agency publication "Home Buyer's & Seller's Guide to Radon" for further information regarding the purpose, benefits, and interpretation of the results of this test.

Limit of Liability/Confidentiality - If you or any third party claim we are liable for negligently conducting the test or if for any other reason we have not fully satisfied all of our obligations under this Agreement, our liability to you is limited to the fee paid for our services and you release us from any additional liability. You agree this report is confidential and for your use only. 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.

Test Conditions - As specified by the Environmental Protection Agency (EPA), the following conditions must be met prior to and during the test period until the testing equipment is retrieved to help ensure an accurate reading: 1) all windows, doors, and crawlspace vents must be closed 12 hours before the start and during the entire test period. Normal entry and exit through doors is acceptable except for lower level walkout doors or those sealed with anti-tamper tape. Lower level walkout doors and those we apply anti-tamper tape to are not to be opened until the test device is retrieved by AHI Home Inspection; 2) internal-external air exchange systems (e.g., whole-house fans, windows 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 - You understand that our 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 our control and might not be detected. ***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 suggest regular follow-up measurements be made.

Binding Arbitration - Each of us agrees that any dispute between us, except those for non-payment of fees, that in any way, directly or indirectly, arise out of, or relate to this Agreement or to the interpretation of this Agreement, the scope of the services provided to you, the Report, or any other matter involving the services we perform, shall be submitted to binding arbitration under the construction industry rules of the American Arbitration Association, except for the procedure for selecting the arbitrator. The parties shall mutually appoint an arbitrator experienced with the professional radon testing industry. The arbitration decision shall be binding on all parties, and judgment upon the award of the arbitrator may be entered in any court having jurisdiction.

If no arbitration proceeding is initiated by either of the parties to this Agreement within one year of the date of the inspection, the failure to initiate the arbitration proceedings will be considered conclusive evidence that the parties are satisfied that each has properly and completely performed their obligations under this Agreement.

Entire Agreement - 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 document supersedes any and all representations or discussions, whether oral or written, if any, among the parties relating to the subject matter of this Agreement. This Agreement may be modified, altered or amended only by a writing signed by all of the parties hereto.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. THE RESULTS OF THIS TEST DO NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND.

Intended Test Start Date: _____ / _____ / _____

Customer Signature _____

Date _____ / _____ / _____