



Mountain Home Inspections, LLC

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RADON SURVEY AGREEMENT

This is a legally Binding Contract.

This Radon Survey Contract (“Agreement”) is made effective the ____ ____ 20 ____ (“Effective Date”), by and between Mountain Home Inspections, a North Carolina limited liability company with a business address of 275 Bull Creek Road, Asheville, NC 28805 (“Inspector”) and _____ (“Client”) a _____ individual with an address of _____ (collectively, the “Parties”).

Purpose. The purpose of the Radon Survey is to detect the level(s) of radon within the lowest livable area present during a specific test period at the Subject Property and provide the client the information related to radon level reading that were obtained.

Scope of Radon Survey. The Radon Survey consists of a visual inspection of the subject property to identify the lowest livable area for radon device placement. If the visual inspection reveals additions to the subject property such as a slab and/or crawl space(s), with living spaces above, then additional radon testing is required (Additional Testing). It is important to note that all areas identified MUST have samples collected if radon mitigation specifications are to be produced. The results of radon testing is not a guarantee that radon does or does not / will or will not exist in the subject property; the results are indicative only of the radon level in the areas sampled at the time the service is performed. Radon level change daily or even hourly and are subjective to manner factors including season and weather conditions. If the subject property is occupied, the Radon test results can also be reflective of interference or tampering.

Closed Building Conditions and Air Circulation. Since radon and its decay products can fluctuate from hour to hour and season to season the following recommendations for closed building conditions and air circulation were developed by the EPA to provide standardized conditions under which a short-term radon survey is to be performed in order to reduce the variation in radon levels in a subject property. These conditions will tend to maximize the radon measurement in order to determine if a dwelling has the ‘potential’ to have an elevated radon level. All exterior windows and doors must be kept closed. All doors to and from the lowest livable area must be kept closed except for normal, momentary entering and exiting during testing. Heating, air conditioning, dryers, range hoods, bathroom fans and attic ventilators can be operated normally. However, any heating, air conditioning, or ventilating equipment that has a built in outdoor air supply that is manually controlled, shall be turned off or the inlet closed. Fireplaces or wood stoves shall not be operated, unless they are a primary heat source. Whole house fans shall not be operated. Window fans shall be removed or sealed shut. These test conditions must be initiated 12 hours prior to the start of the radon device being placed and must be maintained for the duration of testing not exceeding 4 days.

Radon Survey Exclusions. If the test conditions in this agreement are not adhered to, the test results may be deemed invalid and We shall not be held responsible for any consequences or fees that should occur, for example, a loss of real estate transaction. Once the radon device is placed it cannot be moved, covered or altered in any way. Any alterations to the subject property including but not limited to, HVAC systems, exterior window/door replacement, additional living spaces, major renovations to the interior, may change the radon levels and warrant another radon survey. The occupant of the home will be asked to sign an anti-interference /tampering agreement and every effort will be made to identify evidence of tampering, however, this aspect of the test is beyond the control of the inspector. If evidence suggest tampering, a second test will be warrantied and additional fees will apply.

Radon Testing. Following the visual inspection, the sample(s) shall be taken by means of a radon measurement device. The device shall be placed in the lowest livable area and additional radon devices above any additional slab(s) or crawl space(s). Canister type Radon devices will be sent to a certified radon specialist / lab, which will analyze them for the level of radon. The lab will then issue a report detailing the level(s) of radon found in the devices. An EPA reference guide may be provided, which explains radon and its decay products along with any recommended action(s).

Agreement for Additional Testing. If other areas are discovered, You will be advised for testing of those areas for an additional fee(s) by executing an Agreement for Additional Testing. In the event You execute the Agreement for Additional Testing, that agreement will become an additional addendum to this agreement. The cost of the additional sampling is in addition to the Radon Survey.

Report of Radon Levels. Following the visual inspection and additional sampling (if conducted), You will be provided with a written report identifying the level(s) of radon read in the device(s) along with a summary of radon level(s); above the acceptable radon limit or below the acceptable radon limit. **The test results are for a moment in time and do not describe the annual conditions in the home. It is recommended that a long term annual test be performed every one to five years.**

Notice of Claims. You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission in connection with the Survey shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. **You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law. No health related claim can be brought forth related to the Radon Survey and testing. The inspector makes not claim as to the absence or presence of Radon and or health related issues in the subject property.**

Arbitration. Any dispute concerning the interpretation of this Agreement or arising from the Inspection and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

Limitations Period. Any legal action arising from this Agreement or from the Inspection and Report, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the Inspection and the total cost of the Radon Survey. . **Failure to bring such an action within this time period shall be a complete bar to any such action and**

a full and complete waiver of any rights or claims based thereon. This time limitation period may be shorter than provided by state law.

UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY. IT IS UNDERSTOOD AND AGREED THAT WE AND THE LAB ARE NOT INSURERS AND, THAT THE INSPECTION AND REPORT TO BE PROVIDED UNDER THIS AGREEMENT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY STRUCTURE, ITEM, OR SYSTEM AT THE SUBJECT PROPERTY. YOU HEREBY RELEASE AND EXEMPT US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES OF AND FROM ALL LIABILITY AND RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECT OR DEFICIENCY AND FOR ANY CONSEQUENTIAL DAMAGE, PROPERTY DAMAGE OR PERSONAL INJURY OF ANY NATURE. IN THE EVENT THAT WE, THE LAB OR OUR RESPECTIVE AGENTS OR EMPLOYEES ARE FOUND LIABLE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATION, NEGLIGENT HIRING OR ANY OTHER THEORY OF LIABILITY, THEN THE CUMULATIVE AGGREGATE TOTAL LIABILITY OF US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY YOU FOR THE INSPECTION AND REPORT.

Confidentiality. You understand that the Inspection is being performed (and the Report is being prepared) for your sole, confidential and exclusive benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). *If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the Inspection or the Report brought by the third party.*

Payment and Fees. Client shall pay Inspector a base fee of \$_____ for providing a Radon Survey. Client shall remit payment to Inspector upon completion of Survey. Inspector shall not release Report until such time as the Inspector has been paid. Interest and Fees: Any amounts not paid after thirty (30) days of the invoice creation shall be subject to a fee of 1.5% monthly, which shall be added to the principal amount each month. A service charge in the amount of \$20 will apply to returned checks. The Client agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If Client is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity by signing this agreement.

Ownership and Delivery of Report. The Radon Survey and Report are for the sole, and confidential, and exclusive use and possession of the Client(s). Neither the contents of the report nor any representation made herein are assignable without the express written permission of the Inspector, and any reliance thereon by any party other than the Client(s) named is prohibited by the NC Home Inspectors Licensure Board.

Limited Liability and Liquidated Damages. Inspector will not be held responsible for any misleading information provided by the Seller/Owner, or for any matter concealed or hidden from the inspector.

Miscellaneous.

- a. This Agreement shall be governed by the laws of the State of North Carolina without regard to that State's choice of laws or conflict of laws principles. The Parties agree that if and in

the event any dispute arises between them out of this Agreement, the sole and exclusive jurisdiction and venue to resolve such dispute shall be in a federal or state court in Buncombe County, North Carolina, or in the federal judicial district embracing said County. The Parties hereby consent to such exclusive jurisdiction and venue.

- b. Except as otherwise provided in this Agreement, in no event shall either party be liable for collateral, consequential, indirect, or incidental damages arising out of or connected in any way with this Agreement.
- c. This Agreement constitutes the entire Agreement between the Parties concerning the subject matter hereof; supersedes all prior and contemporaneous communications or agreements, written or oral; and is intended by the Parties to be a complete and exclusive statement of the agreement of the Parties. This Agreement may only be modified by a written statement by the Parties or their respective authorized representatives.
- d. The failure of any party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereof to enforce any such provisions.
- e. Neither party may assign this Agreement in whole or in part.
- f. In any case, if one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- g. This Agreement may be signed in two (2) counterparts. Signatures of the parties transmitted by facsimile or within a PDF shall be deemed original signatures for all purposes. All such counterparts shall be considered to be one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

Mountain Home Inspections, LLC

SIGNED BY ___ Jonathan Hettrick ___

SIGNATURE: _____

Client's Name:

Client Signature: _____

Date: _____

Personal Guarantee (if business entity):
