

RADON TESTING AGREEMENT

This is an Agreement between you, the undersigned (“Client, You, or Your”) and PepperWood Home Inspections, LLC, (“Company, We or Our”) for radon testing at the property described below.

1. **LOCATION.** The property to be tested is _____.
2. **FEE.** The fee for our radon testing is \$_____. This is in addition to the home inspection fee and is due at the beginning of the test.
3. **RADON TEST STANDARDS.** Unless inconsistent with this Agreement or not possible, we will perform the radon inspection in accordance with current industry standards.
4. **TEST METHOD AND DURATION.** We will perform a test of the home to measure the average radon level in the air by the use of an AARST-NRPP approved continuous radon monitor (CRM). The device will need to remain undisturbed in the home for a minimum of 48 hours. We will provide a written report the day that we end the test and retrieve the device.
5. **TEST CONDITIONS REQUIREMENTS.** We will perform the radon testing in accordance with current industry standards and will provide instructions to you and the property owner or representative that describe the conditions that must be maintained in the home during the test period. You will comply with our instructions for the proper testing, detection and analysis of radon gas levels. We are not liable for any negligence or interference that you or others cause.
6. **CLIENT RESPONSIBILITIES.** You will ensure access to the home and understand that access limitations or restrictions may limit our ability to perform the test.
7. **U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) RECOMMENDATIONS.** 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, the EPA considers a level of 4 pCi/L or higher dangerous and recommends that you take remedial measures to reduce or eliminate radon.
8. **MITIGATION OUTSIDE SCOPE OF TEST.** This Agreement is for testing only. We are not responsible for mitigating radon issues. As a courtesy, we may offer comments related to radon mitigation, but these will not obligate us to create or implement a mitigation plan.
9. **TEST REPORT LIMITED.** The report is only supplementary to the seller’s or other required disclosures and any other inspections that may be performed.
10. **ASSOCIATIONS ARE NOT PARTIES TO THIS AGREEMENT.** You understand that the associations to which we belong, and specifically, The American Society of Home Inspectors (ASHI), the International Association of Certified Home Inspectors (InterNACHI), and American Association of Radon Scientists and Technologies(AARST) are not parties to this Agreement and that they have no control over us and do not supervise us.
11. **USE OF REPORT AND RELEASE OF LIABILITY.** Our inspection and report are confidential and for your use only. You may give us permission in writing (or by email) to discuss our observations with real estate agents, owners, repair persons, or other interested parties you designate. You will be the sole owner of the report and all rights to its content. You give us permission to retain copies of the report and any other related work product. You give us permission to use individual photographs, videos and descriptions of deficiencies or conditions observed during the inspection for training, education, or marketing purposes, provided that they are not identified with any other information about the home. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release the Company, its employees and business entities from any liability whatsoever. If you or any person acting on your behalf provides the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
12. **NO GUARANTEE OR WARRANTY RELATED TO TESTED PROPERTY.** Our inspection and report are not a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the property. We expressly disclaim all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, to the fullest extent allowed by law.

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13. **NO LIABILITY FOR THE LABORATORY'S ERRORS.** We are not liable for any errors the laboratory makes.
14. **AGREEMENT FOR RADON TESTING ONLY.** This Agreement is for radon testing only. If you want us to perform any other type of testing, you will sign a separate inspection agreement for such testing or inspection.
15. **LIMITED LIABILITY.** You agree that our liability (and that of our agents, employees, etc.) for claims arising out of this Agreement shall be limited to liquidated damages in an amount equal to the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages, or for the loss of the use of the property. You acknowledge that the liquidated damages are not intended as a penalty but are intended to: (i) reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) allocate risk among us; and (iii) enable us to perform the inspection at the stated fee.
16. **PROPERTY OWNER RESPONSIBILITY FOR EQUIPMENT DURING TESTING.** If you are the property owner, you understand that, as part of our radon testing, we will leave certain equipment in your residence. If the equipment is lost, stolen, damaged, or destroyed while in your residence, you agree to pay us or our subcontractor for the cost to replace the equipment with identical new equipment.
17. **CLAIMS AND RIGHT TO INVESTIGATE.** If you believe you have a claim against us, you will supply us with the following within seven days of discovering your claim: (i) written notice of the claim in sufficient detail and with sufficient supporting documents that we can intelligently evaluate it; and (ii) access to the premises. Failure to comply with these conditions is a bar to any claim or lawsuit and releases us from any liability.
18. **VENUE FOR LEGAL ACTION.** You agree that the exclusive venue for any litigation arising out of this Agreement shall be Arlington County, VA. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim.
19. **SEVERABILITY.** If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents our entire agreement between the parties. All prior communications are merged into this Agreement. There are no terms or promises other than those in this Agreement. No statement or promise allegedly made after the execution of this Agreement shall be binding unless reduced to writing and signed by us. Any modification to this Agreement must be in a writing signed by you and us. This Agreement binds the successors of the parties.
20. **REDUCED TIME TO BRING A LEGAL CLAIM.** You will have no cause of action against us after one year from the date of the inspection.
21. **AUTHORIZED CLIENT SIGNATURE.** If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.
22. **LARGE PRINT VERSION OF AGREEMENT IS AVAILABLE.** If you would like a large print version of this Agreement before signing it, you may request one by writing or emailing us.
23. **I ACKNOWLEDGE RECEIVING A COPY OF THIS AGREEMENT, I HAVE CAREFULLY REVIEWED THIS AGREEMENT AND AGREE TO THE TERMS OF THIS AGREEMENT, BY SIGNING BELOW OR ELECTRONICALLY.**

CLIENT SIGNATURE AND PRINTED NAME

(Date)