



**RADON TESTING AGREEMENT
(READ CAREFULLY)**

1934 K Road
Elmdale, Kansas 66850
(620) 273-8156 (Office)
(620) 344-5564 (Cell)
www.topqualityhomeinspections.com

Property Address: _____

PURPOSE

CLIENT engages **COMPANY** to conduct a **SHORT TERM** radon test and provide a copy of the results. The purpose of the test is to measure the radon level in the residence/building, subject to the **LIMITATION OF LIABILITY** contained herein. The testing and results are performed and prepared for the **CLIENT'S** sole, confidential and exclusive use and possession. **COMPANY** accepts no responsibility for use by third parties. There are no third party beneficiaries to this Agreement. This Agreement is not transferable or assignable. **CLIENT** agrees that **CLIENT** is bound by the terms of this Agreement.

SCOPE OF TESTING

A **SHORT TERM** radon test is a "snapshot in time" and only provides information regarding radon gas levels in the residence/building during the time of and under all conditions present during the test. Radon levels typically fluctuate over time based on factors including, but not limited to, temperature differentials between the interior and exterior of the residence/building, wind and other weather conditions, and occupant lifestyle and use of the residence/building. Actual radon levels may vary by as much as 1000 percent or more. **CLIENT** understands the results of the test(s) will reflect radon levels in the residence/building during the time and duration of the test only, and that radon levels may change in the future due to a variety of natural causes. **CLIENT** also understands that the accuracy of the results depend upon "closed house conditions" being maintained during the test(s). Testing will be performed according to the protocol set forth for this type by testing by the United States Protection Agency (EPA). **COMPANY** shall in no way be responsible to correct or mitigate radon in the residence/building.

OUTSIDE THE SCOPE OF TESTING

CLIENT understands that conducting a long term radon test (91 to 365 days in duration) ensures the most reliable testing results for the residence/building. **CLIENT** acknowledges that performance of such long term radon test is **CLIENT'S** sole responsibility and is not being contracted for in this Agreement.

TESTING PROTOCOL

COMPANY will provide information to the **CLIENT**, directly or through **CLIENT'S** authorized agent, regarding EPA protocol conditions which are required to be maintained prior to and throughout the course of the **SHORT TERM** radon test. **CLIENT** agrees that, because the residence/building is not under the control of **COMPANY**, **COMPANY** cannot guarantee that such conditions will be maintained. If **COMPANY** determines that such conditions have not been maintained, **COMPANY** shall inform **CLIENT** and the results of the **SHORT TERM** radon test will be considered invalid. **COMPANY** will NOT refund the testing fee. Any retesting performed by **COMPANY** will be under a separate Agreement and a fee will be charged for such retesting.

FEE FOR TESTING

The fee for the testing is \$ _____ and is based on a **SHORT TERM** radon test. The fee charged for this testing is substantially less than that of a long term radon test.

TESTING RESULTS

The **SHORT TERM** radon test takes time to complete. In no event shall **COMPANY** be liable for any delays caused by tampering of the equipment used for the test and any conditions beyond the control of **COMPANY**, such as, but not limited to, extreme weather conditions. In any event, **COMPANY** will not be liable if the time to complete the test extends beyond any deadline in any obligation the **CLIENT** may have under a separate agreement.

DISCLAIMER OF WARRANTY

It is understood and agreed that **COMPANY** is not an insurer and that the testing and results shall not be construed as a real estate disclosure, guarantee or warranty of any kind.

NO CONFLICT OF INTEREST

CLIENT acknowledges that the **COMPANY** has no interest in the property. **CLIENT** also acknowledges that **COMPANY** has not offered or delivered to **CLIENT** a commission, referral fee or kickback for the referral of any business. **CLIENT** further acknowledges that **CLIENT** has not engaged **COMPANY** to perform testing or provide results contingent upon pre-established or prescribed results or the closing of the underlying real estate transaction.

MEDIATION

Any dispute, controversy, interpretation or claim of any kind arising out of, from or related to, the testing, the results, this Agreement, or the services provided in relation to this Agreement shall be submitted to mediation prior to filing suit. In the event the parties cannot mutually agree upon the selection of a mediator, the parties agree that the Midwest Pro-ASHI Chapter of the American Society of Professional Home Inspectors shall select the mediator. The mediator's fees shall be borne equally by the parties.

LITIGATION

The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the **COMPANY** has its principal place of business. If **COMPANY** is the substantially prevailing party in any such litigation, the **CLIENT** shall pay all legal costs, expenses and attorney's fees of the **COMPANY** in defending said claims.

DISCLOSURE OF RADON TESTING DATA

It is standard procedure to provide the radon measurement information to the Kansas Department of Health and Environment. This data is required by law to be kept confidential and is used to conduct studies on radon and lung cancer incidence in Kansas. No report or publication will include names or addresses of individuals associated with the radon tests. If you (the client) agree that the radon testing information be disclosed to the Kansas Department of Health and Environment, you should initial here _____.

GOVERNING LAW, SEVERABILITY & ENTIRE AGREEMENT

This Agreement shall be governed by Kansas law. Should any court determine and declare that any portion of this Agreement is void, voidable or unenforceable, the remaining and portions shall remain in full force and effect. This Agreement contains the entire agreement between the parties and it supersedes any previous oral or written agreements. No other representations, promises, statements or assertions have been made by the parties, and no statements or promises have been relied on by either absent the provisions set forth herein.

LIMITATION OF LIABILITY

In the event that the **COMPANY** is found to be liable to **CLIENT** for any errors or omissions related to the testing, accompanying results or this Agreement, from any other cause or causes of action including, but not limited to, negligence, breach of contract, breach of warranty, violations of the Kansas Consumer Protection Act, or any other common law theory or statutory violation or claim alleged, then the liability of the **COMPANY** is limited to a sum equal to testing fee paid by **CLIENT**.

ACKNOWLEDGMENT

By signing below, **CLIENT** acknowledges that **CLIENT** received this Agreement prior to the start of the testing, that **CLIENT** has been given appropriate time to read this Agreement and that **CLIENT** has read, understands and agrees to the terms and conditions contained herein.

CLIENT _____

DATE _____