

Radon Test Agreement

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to the Property at:

1. You will pay us \$_____ for the testing. You must pay us in advance.
2. We or our subcontractor will test for radon at the property to measure the radon level in the air by the use of an approved short-term charcoal collection device. This will require a minimum of 48 hours, but may take longer. We will then deliver the testing device to a recognized laboratory and provide you with a written report when we receive the laboratory's results.
3. 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.
4. This Agreement is for testing only. We are not responsible for correcting or 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.
5. Our report is only supplementary to the seller's disclosure.
6. Unless otherwise inconsistent with this Agreement or not possible, we will perform the radon inspection in accordance with current industry standards.
7. Our report is for your use. You grant us permission to discuss our observations and test results with real estate agents, owners, repairpersons, and other interested parties. We are not liable for use or misinterpretation by third parties.
8. 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.
9. We are not liable for any errors the laboratory makes.
10. You will comply with our instructions for the proper testing, detection and analysis of radon gas levels in the property. We are not liable for any negligence or other interference that you or any other person cause.
11. 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 that.
12. 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.
13. If you are the property owner, you understand that, as part of our radon testing, we or our subcontractor 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. You understand that in that situation, it would take time for to obtain new equipment and that without the equipment, we or our subcontractor will be unable to engage in radon testing and will therefore be losing income. You agree that in this situation, you will pay us or our subcontractor \$ 100 per day as liquidated damages for that lost income, in addition to the cost of replacing the equipment.
14. 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.
15. The exclusive venue for any action arising out of this Agreement shall be in the county where we have our principal place of business. In any such action, you waive trial by jury. In any such action, the court must award the prevailing party attorney's fees and costs. You understand that any legal action against InterNACHI itself allegedly arising out of this Agreement or our relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado. In any such action against InterNACHI, you waive trial by jury and agree that the court must award the prevailing party attorney's fees and costs.
16. 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.
17. You will have no cause of action against us after one year from the date of the inspection.
18. If you are a corporation, LLC, or similar entity, the person signing this Agreement on behalf of the entity personally guarantees payment of the fee by the entity.

I HAVE CAREFULLY READ THIS AGREEMENT AND I HAVE RECEIVED A COPY OF IT. I SIGN IT VOLUNTARY, FREE OF ANY DURESS.

CLIENT / Date

CLIENT / Date