

CARICO HOME INSPECTION SERVICES, Inc.
RADON TESTING AGREEMENT

1. General: This is an agreement between _____ (the Client), and Carico Home Inspection Services, Inc. (CHIS). The Client requests that CHIS conduct a radon test to be conducted on the premises located at _____, (the "Radon Test") and prepare a radon test result report (the "Radon Test Report") that reports the Radon Test results. The Radon Test shall have an approximate start time of _____ on _____, 20____, and have an approximate end time of _____ on _____, 20____. In most instances, the Radon Test Report will be prepared and delivered to the Client within 48 hours of the end time of the Radon Test, but it may be longer depending when the results from the radon test lab are obtained. The Client warrants that the owner of the premises to be tested has given permission to CHIS and its inspectors to access and perform the Radon Test on the property. The Client agrees to pay at the start time of the Radon Test a fee of \$ _____,00 to CHIS covering the Radon Test and preparation of the Radon Test Report. Should the Client fail to timely pay the agreed upon fees in full, CHIS may withhold the Radon Test Report.

2. Testing Method and Standards: The Radon Test to be provided pursuant to this Agreement is a test of Radon in the air using _____. The Radon Test will be performed in accordance with the United States Environmental Protection Agency's ("EPA") protocol for radon testing. When testing in connection with the sale and transfer of a property, buyers and sellers should review the EPA document "Home Buyer's and Seller's Guide to Radon." When testing for any reason other than in connection with the sale and transfer of a property, individuals should review the EPA document "A Citizen's Guide to Radon." Both of these documents can be found at <http://www.epa.gov/radon/pubs/index.html> or a copy of these documents will be provided to Client upon request.

3. Scope of Radon Testing, Test Conditions and Limitations. The Radon Test is a screening measurement that serves to provide the Client with a better understanding of the level of radon in the air at the property being tested at the time of the Radon Test. The Radon Test Report is not intended to be an inducement to encourage or discourage the purchase or sale of the property and the conclusions and recommendations of the inspector performing the Radon Test are only those contained in the Radon Test Report, not any oral remarks that may be made by the inspector performing the Radon Test. The final written Radon Test Report will report the level of radon in the air or water at the property being tested and make recommendations consistent with the EPA protocol. As specified by the EPA, in order to help ensure an accurate radon reading the following conditions must be met prior to and during the test period and until such time as the testing equipment is retrieved: (a) all windows, doors, and crawl space vents must be closed twelve (12) hours before the start and during the entire test period, but normal entry and exit through doors is acceptable except for lower level walkout doors or those sealed with anti-tamper taper; (b) internal-external air exchange systems (e.g. whole house fans, window fans, window air conditionings with outside damper open, etc.) must not be used twelve (12) hours before and during the entire test period; (c) radon test devices must not be moved or tampered with in any way during the test period, and (d) 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 burning stoves should only be used if no other source of heat is available. The Client acknowledges that CHIS and the inspector's control of the test conditions is limited to the actual placement of the test device. Any tampering or manipulating of the test conditions or test device by the Client or occupants prior to, during or after the test period is out of CHIS' and the inspector's control and might not be detected. The fee set forth above is due whether or not the Client or occupants comply with test conditions. Changes in heating and ventilation may raise or lower radon levels and inclement weather, such as storms or high winds can contribute to unreliable test results. Changing soil conditions can also affect radon test results. Since radon levels can vary from season to season, as well as from room to room, this Radon Test only serves to indicate the potential for a radon problem. The Radon Test results for radon in the air are only an average of radon concentrations in the area tested during the period the measurement device was exposed. The EPA suggests that Client or occupants take regular followup measurements of radon levels.

4. Warranties and Confidentially: There is no express or implied warranty of any kind regarding the levels of Radon in the air at the property being tested or as to the future levels of radon in the air at the property being tested, whether or not mentioned in the Radon Test Report. There is also no express or implied warranty that the proper testing conditions have been met. This is a limited test only, and this Agreement, the Radon Test and the Radon Test Report do not constitute a general warranty, an insurance

RADON TEST AGREEMENT/CARICO HOME INSPECTION SERVICES, Inc.

policy, a certification or a guarantee of any kind. The Radon Test Report is considered valid only for the time and conditions which the Radon Test was performed. This Radon Test is being performed, and the Radon Test Report is being prepared for the Client's sole, confidential and exclusive benefit and use, and may not be transferred or assigned to any third party. If the Client directly or indirectly allows or causes the Radon Test Report or any portion thereof to be disclosed or distributed to any third party, the Client agrees to indemnify and hold the inspector and CHIS harmless from any and all losses, liabilities, and related costs and expenses, including reasonable attorney's fees, arising out of claims or actions based on the Radon Test and/or the Radon Test Report bought by a third party or third parties. Under no circumstances will CHIS be responsible for the cost of followup radon testing or radon mitigation.

5. Arbitration: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this contract or arising out of, from or relates to the inspection or inspection report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those stated, please submit your recommendation to us for consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding, and the enforcement of the Arbitration Awarded may be entered in any Court or administrative tribunal having jurisdiction thereof.

NOTE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES, BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.

6. Miscellaneous: This Agreement contains the entire agreement among the parties and supersedes and nullifies all prior agreements and understandings, express or implied between the parties hereto concerning the subject matter hereof. This Agreement may be modified or amended at anytime and from time to time, but only by a written agreement signed by each of the parties hereof. This Agreement shall be governed by and construed in accordance with the laws of _____

7. Limitations and Liability: IN NO EVENT WILL CHIS OR ITS INSPECTORS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR COUNSEQUENTIAL DAMAGES OR EXPENSES INCURRED BY THE CLIENT OR ANY THIRD PARTY FROM ANY CAUSE WHATSOEVER. IN NO EVENT SHALL CHIS' LIABILITY FOR ANY BREACH OF THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES ACTUALLY PAID TO CHIS HEREUNDER, AND THE CLIENT HEREBY RELEASES CHIS AND ITS REPRESENTATIVES FROM ANY FURTHER LIABILITY.

By signing below, I agree that I have read, understand, and agree to all terms, conditions, and limitations set forth in this Agreement.

Client: _____ Carico Home Inspection Services, Inc.

By: _____ Date _____ By: _____ Date: _____