



## *Know Your Home Inspections and Services LLC*

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*Protecting Peace of Mind*

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# Radon Measurement Agreement - Buyer

This AGREEMENT is made and entered into by and between Know Your Home Inspections and Services LLC, hereinafter referred to as "Inspector", and \_\_\_\_\_, hereinafter referred to as "Client". In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The Client will pay the sum of \$ \_\_\_\_\_ to the Inspector for radon in air measurements at the following property address: \_\_\_\_\_, NE \_\_\_\_\_. Payment in full is due no later than 3 months after the inspection or included in the closing costs, as appropriate.
2. If Client is requesting radon in air testing for personal use and is married, Client represents that this obligation is a family obligation incurred in the interest of the family. If Client is requesting radon in air testing for commercial use, Client represents that this obligation is a business obligation incurred in the interest of the business.
3. The Inspector will perform radon measurements according to the United States Environmental Protection Agency (EPA) and State of Nebraska Department of Health and Human Services (DHHS) guidelines. The Inspector further attests that they are licensed by the State of Nebraska Department of Health and Human Services (DHHS) to conduct radon measurements for real estate transactions.
4. The Client understands that specific **TEST CONDITIONS** must be met according to EPA guidelines in order to insure accurate measurement(s). For radon measurements for real estate transactions: **1)** Existing radon reduction system(s) should be turned on at least 24 hours before the start of the test and proper operation maintained throughout the test. **2)** The heating, ventilation, and air conditioning (HVAC) system should be used as appropriate for the season. It should be turned on at least 24 hours before the start of the test and operated normally throughout the test. Forced air heating or cooling systems should not have the fan operating continuously unless it is a permanent setting. Fireplaces and wood stoves may only be used if they are the only source of heat. **3)** All windows and exterior doors must be closed at least 12 hours before the start of the test. They must remain closed during the duration of the test, with the exception of normal entry and exit through exterior doors allowed. **4)** Internal to External air exchange systems, such as whole house fans or window air conditions with outside dampers open, must not be used at least 12 hours before the start of the test or during the duration of the test. Normal, but not extended, use of air venting systems such as kitchen and bathroom vents is allowed. **5)** Radon measurement device(s) must not be moved or tampered with, in any way, during the test duration. **6)** The minimum test duration is 48 contiguous hours. The maximum test duration is 1 week.

SEE NEXT PAGE FOR ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

5. **The Client further agrees that they will abide by the stated test conditions and not interfere with the measurement device(s).**
6. The Inspector provides the owner(s)/occupant(s) with the required test conditions. The Inspector also requires a similar non-interference agreement from the owner(s)/occupant(s), if readily available. The Client understands that the Inspector's control of the above test conditions is limited to the actual placement of the measurement device(s). Failure to abide by the stated test conditions may cause the duration of the tests to be extended, may cause the test measurements to be higher or lower than the actual conditions, may cause the measurements to be nullified (if in the discretion of the Inspector they are rendered unreliable), or other follow-up actions. The measurement service fee is due regardless of whether or not the owner(s)/occupant(s) comply with the test conditions. **The Inspector uses tamper-resistant devices and techniques and will be taking actions to prevent and detect test condition and/or device tampering and documenting accordingly.** Severe weather such as storms, high winds, or heavy rainfall can contribute to unreliable test results. Seasonal weather changes, and the corresponding heating, cooling, and ventilation changes, can affect the radon levels. Thus the measurements taken and the test results are only an average of the radon concentration(s) in the building area(s) tested that the measurement device(s) were exposed to during the test.
7. It is suggested that the Client review the <http://www.epa.gov/radon> website for documents related to radon measurements made for real estate transactions, radon-related health risks, action recommendations based on measurement results, etc. Reporting of the data obtained, test reports, and follow-up action recommendations will be based on the EPA guidelines. Radon measurement results will be reported in pCi/L of air.
8. The measurements, release of corresponding reports, and recommendations are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees arising from such a claim.
9. The Client further agrees that the liability of the Inspector, in any way connected to errors or omissions in the radon testing or report, is limited only up to the cost of the inspection fee and the Client releases the Inspector from any additional liability.
10. This Agreement represents the entire agreement between the parties and there are no other agreements either written or oral between them. This agreement shall be amended only by written agreement signed by both parties. This agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

Client agrees to release reports to: \_\_\_\_\_

**Client agrees that they have received a copy of and read this entire Agreement and understands and accepts this contract into which they have entered.**

Client Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Client Current Street Address / City / State Province / Zip or Postal Code:

Inspector Signature:  Date: \_\_\_\_\_