

### **Radon Test Agreement between customer and Airvana Inspections LLC**

This is an Agreement between you, the (property owner) (prospective buyer), and us for radon testing at the property described below.

1. The property is at \_\_\_\_\_.
2. You will pay us \$\_\_\_\_\_ for the testing. You must pay us in advance.
3. We will test for radon at the property to measure the radon level in the air by the use of our professional quality device and provide you with the results at the earliest.
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 in case this testing is for a real estate transaction.
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. We generally do not discuss the findings with anyone but the person who hired us unless required by law. You can grant us permission to discuss our observations and test results with real estate agents, owners, repairpersons or anyone else by sending us an email. We are not liable for use or misinterpretation by third parties.
8. Our inspection and report is 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. 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.
10. 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.
11. 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 us 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 \$ 50.00 per day as liquidated damages for that lost income up to a maximum of \$500 in

addition to the cost of replacing the equipment. The payment for any lost, stolen, damaged, or destroyed equipment should be received within 48 hours of us reporting it in writing to you.

12. 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.
13. 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.
14. 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.
15. You will have no cause of action against us after one year from the date of the inspection.
16. 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. I SIGN IT VOLUNTARY, FREE OF ANY DURESS.

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CLIENT NAME

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CLIENT

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(Date)

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For Airvana Inspections LLC

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(Date)