



**DAYTON**  
R A D O N

## Radon Test Agreement

This Agreement is made and entered into by and between Dayton Radon LLC and

\_\_\_\_\_ hereinafter referred to as "Client".

The Client will pay the sum of \$130 for the radon test of the property located at:

\_\_\_\_\_

The above listed Client hereby orders a radon measurement test for the above referenced property to be conducted by Dayton Radon LLC. The inspection covers the placement of radon measuring equipment and the collection and delivery to the Client of all obtained data at the conclusion of the testing period. The testing and report will conform to the standards of the US Environmental Protection Agency (EPA). This radon test is a screening measurement that serves to indicate the potential for radon levels at the location tested in the above referenced property during the test period only. It will provide information to help determine if any additional action or additional testing is needed at this time.

### The Client and Dayton Radon LLC agree to the following:

**Closed Home Conditions:** As specified by the EPA, the following conditions must be met prior to and during the test period to help ensure an accurate reading: 1) All windows and doors must be closed 12 hours before the start and during the entire test period. Normal entry and exit through exterior doors is acceptable. 2) Internal-external air exchange systems (e.g., whole-house fans, window fans, window air conditioners with outside damper open, etc.) must not be used 12 hours before and during the entire period of the test. 3) Radon test devices must not be moved or tampered with in any way during the test period. 4) Normal operation of heating and air conditioning systems is permissible. Fireplaces and/or stoves can only be used if no other source of heat is available.

**Limitations of Test:** The Client understands that our control of the above test conditions is limited to the actual placement of the test device. Any tampering or manipulation of the test conditions prior to or during the test period are out of our control and may adversely affect the accuracy of the testing. The fee is due whether or not the occupants comply with test conditions. Changes in heating and ventilation may raise or lower radon levels. Inclement weather such as storms or high winds can contribute to unreliable test results. Since radon levels can vary greatly from season to season as well as from room to room, this screening measurement only serves to indicate the potential for a radon problem. Changing soil conditions can also affect results from year to year. The test results are an average of radon concentrations in the area tested only

during the period the measurement device was exposed. The EPA and Dayton Radon LLC suggest regular follow-up measurements every 2 years or after significant changes to the home (remodeling, mechanical replacements/alterations, etc.).

**Limit of Liability / Confidentiality**

The Client agrees that the liability of Dayton Radon LLC and or its agents, employees and inspectors for claims or damages, costs of defense and suit, attorney’s fees, or expenses and payment arising out of, or in any way connected with, errors or omissions in the radon testing, or in the testing report shall be limited only up to the cost of the inspection fee, and the Client releases us from any additional liability. The Client agrees the inspection and the inspection report is confidential, and is made for the sole benefit of the Client. The report is nontransferable and use or reliance upon the report by anyone other than Client is not authorized. Use of the results of the inspection shall be considered agreement to this contract. Client agrees to indemnify and hold Inspector harmless from any damages, losses or claims brought against Inspector by third parties to whom Client has released the report in contravention of this Agreement, including attorney fees.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to, this contract or arising out of, from or related to the radon inspection or radon inspection report shall be submitted to final and binding arbitration under the rules of the state in which the inspected property is located. The decision of the Arbitrator appointed thereunder shall be final and binding. Judgment on the Award may be entered in any Court of competent jurisdiction.

**Entire Agreement**

This agreement contains the entire agreement between the parties hereto relative to the radon testing, and there are no other representations, warranties or commitments, except as are specifically set forth in this document. This document supersedes any and all representations or discussions, whether oral or written, if any, among the parties relating to the subject matter of this agreement. This agreement may be modified, altered or amended only by a writing signed by all of the parties hereto.

Payment is due at the time of inspection or before. The inspection findings, written or verbal, will not be released until payment is received. The Client agrees to pay all legal and time expenses incurred in collecting past due payments.

**The Client, by signing this agreement, states that they have fully read and understand the contract into which is entered and acknowledges receipt of a copy of this agreement. Dayton Radon LLC must receive a signed copy of this agreement from the Client before any inspection findings, either verbal or written, can be released to the Client.**

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_