

RADON PRE-TESTING AGREEMENT

BETWEEN: **HEMMANN & ASSOCIATES (COMPANY) and**

_____ (client)

PROPERTY ADDRESS: _____

In consideration of the fee and limitation of liability below, the COMPANY agrees to conduct a professional short-term radon "screen test measurement" using E.P.A. qualified professional detection equipment. Test results will be available 10 (ten) business days after completion of the test. Any tests that are performed will conform to established E.P.A. testing protocol within the limits described below. This measurement is identified by the E.P.A. as the first step in a two-step process designed to identify houses which may potentially have elevated levels of Radon. The purpose of short-term testing is to determine and direct the need for follow-up testing to determine whether or not mitigation is appropriate and to what extent it is necessary in each area of the house.*

For the tests to work properly, they must be conducted under conditions that maximize the probability of finding elevated Radon concentrations. These conditions, which are identified as "closed house" testing protocol, must exist 12 hours prior to testing and must continue through the 48 hour testing period. "Closed house" conditions require the following:

1. Windows must be kept closed and doors should not be opened except for normal entrance and exit.
2. Any system which would bring in outside air should not be operated.
3. Large volume air exhaust systems should not be operated.

Other conditions which may undermine the validity of the test include:

1. High winds, large barometric pressure changes or severe inclement weather.
2. Normal seasonal variations. Higher readings are more likely during the winter.
3. Drafts or excessive moisture in the test area(s).
4. Disturbance of the testing equipment.

Our test personnel will make reasonable efforts while on site to see that the appropriate conditions exist. However, many of these conditions are beyond the control of the COMPANY. Accordingly, the COMPANY cannot assume any liability or responsibility for the accuracy of the test results or the existence of proper test conditions required to ensure the validity of the test results.

THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES WILL THE COMPANY BE RESPONSIBLE FOR THE COST OF FOLLOW-UP TESTING OR RADON MITIGATION.

It is also understood and agreed that should the COMPANY be found liable for any loss or damages resulting from the failure to perform any of its obligations, then the liability of the COMPANY shall be limited to a sum equal to the amount of the fee paid for the test and report.

Acceptance and understanding of this agreement are hereby acknowledged.

DATE OF RADON TEST: ___ / ___ / ___ PERMISSION TO RELEASE COPY OF REPORT TO _____

CLIENT(S) OR CLIENT REPRESENTATIVE

PRINT NAME SIGNATURE DATE

ADDRESS CITY STATE ZIP

HEMMANN & ASSOCIATES DATE **FEE: \$** _____

*Reference is made to E.P.A. publication "A Citizen's Guide to Radon: What It Is and What to Do About It" which further describes the limitations of testing and attendant health hazards. A copy of this booklet will be provided to the client(s) or client representative at the client(s)'s request.