

King Construction, Inc. - Inspector Paul / PO Box 236 Fort Mill, SC 29716  
PHONE: 704-467-7328 / FAX 704-307-2537  
AARST NHRP Radon Measurement Provider ID 103832RT  
Client's Radon Gas Test Contract Agreement

**THIS AGREEMENT CONTAINS A LIMIT OF LIABILITY AND ARBITRATION CLAUSE, PLEASE READ COMPLETELY.**

This contract is an agreement between the CLIENT listed below, and King Construction, Inc (US, WE, OUR) to perform a Radon Gas Test of a home or building. **Radon level inside a home change constantly. Our test will provide the client with a better understanding of the property's Radon levels as observed at the time of the inspection.** WE agree to email or mail the CLIENT a report within three business days of completion of the test and payment in full (which ever is later).

The Environmental Protection Agency (EPA) believes "Indoor Radon is the second leading cause of lung cancer in the United States and the leading cause among non-smokers. About 1 in 15 homes has high radon levels." Radon is an odorless, colorless naturally occurring gas that can only be detected with specifically designed testing equipment. WE will install a continuous radon monitor, charcoal canisters, and/or other approved measurement devices for a minimum of 40 hours then return to collect the equipment and obtain a report. CLIENT(S) understand that we can not guarantee closed house conditions for 12 hours prior to and during the test or that the equipment will not disturbed and or the test compromised while left at the property, and agrees to hold us harmless from the results of the test or attempts by others to compromise the accuracy of the test. We will attempt to the best of our ability to follow the Radon Testing guidelines as outlined by the EPA and the National Environmental Health Association (NEHA). The Radon Test report represents the readings derived from the continuous radon monitor or canisters placed in the property during the time of the inspection.

**OUR inspection does not include:** OUR inspection/report will not meet any state "Standards of Practice". It will not include an inspection of: **Structural Components, Exterior, Roofing, Plumbing, Electrical, Heating, Central Air Conditioning, Interior, Insulation, Ventilation and built-in kitchen appliances.** We cannot guarantee that someone may tamper/attempt to tamper with the test/test results/test accuracy. Unless otherwise noted below our inspection will not include a home owners warranty, insurance policy, Items generally considered cosmetic, pools, spas, Jacuzzis, building code enforcement, detached buildings or structures (and components inside), buried fuel tanks, other environmental tests, the presence or absence of any suspected adverse environmental condition or hazardous substances other than radon, termites; wood destroying organisms; pests/rodents and damages from pests/rodents, refrigeration units, water filtration units, low voltage systems, security system devices, heat detectors, carbon monoxide detectors, telephone, cable TV, intercoms, built-in vacuum equipment, or other ancillary wiring that is not a part of the primary electrical distribution system, window treatments, mini-blinds, oven clocks, timers, clean features, solar systems, lightening arrestors, Stucco (hard coat & synthetic), water wells, septic fields, anything buried, the interior of flues, flue connections, the life expectancy of any component, locating refrigerant leaks, a board-by-board/brick-by-brick exterior inspection. Exterior and roof inspections are performed from the ground. Components that are buried, concealed, hidden (including behind shrubbery, insulation, walls, boxes, furniture, etc.), camouflaged, not visible, not accessible, located in an area that may be dangerous or unhealthful to enter and/or difficult to inspect are beyond the scope of this inspection. Movement of personal items, panels, covers, insulation, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility is beyond the scope of this inspection.

**CLIENT obligations:** CLIENT has obtained a right of entry to perform this inspection from the seller or seller's representative. CLIENT agrees to reimburse US for replacement costs if the unit is damaged, stolen, or lost during the test. CLIENT agrees to retain appropriate certified contractor(s) to further inspect and repair all concerns and issues before the close of escrow. CLIENT is urged to call US before they close on the home to review or ask any questions CLIENT may have regarding this inspection / report.

**OUR purpose** is to determine if elevated levels of radon existed in the property at the time of the testing. WE are not responsible to determine radon levels during non tested times. If elevated levels are found a radon mitigator's troubleshooting is likely reveal additional items not mentioned in this report. WE are not responsible for items mentioned or not mentioned in this report. WE are not a guarantee nor do we guarantee any items or opinions described on this report.

**Warranty / Claims / Limitations:** **This inspection is to reduce the risk of finding a potential problem, not to eliminate them. WE do not guarantee that all defects will be located, reported, identified or recognized with our contracted specialty service(s).** CLIENT agrees that OUR limit of liability shall be limited to the amount paid for the inspection, less any lab fees. By retaining OUR services CLIENT acknowledges, understands, and agrees to the statements and terms contained herein, and will hold US harmless to any claims made. WE are not a home warranty company nor do WE carry insurance on warranty claims. If the CLIENT believes WE have made an error or omitted an item the CLIENT feels should have been inspected the CLIENT agrees to notify US in writing of the alleged error or omission within one week of their discovery of the item(s) and agrees to allow US a reasonable opportunity to re-inspect, address, and repair the alleged error or omission prior to any repairs being performed. Failure on behalf of the CLIENT to notify US in writing and grant US a reasonable opportunity to re-inspect, address, and repair the alleged item(s) is admission by the CLIENT that the condition did not exist at the time of the inspection and shall constitute a remise, full release, and forever discharge US from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, administrative claims, and demands whatsoever in law or equity. If CLIENT makes a claim against US for an alleged error, omission, or other act arising out of this inspection report and fails to prove such claim, CLIENT agrees to pay all attorneys' fees, arbitrator's fees, legal expenses, and costs incurred by US in defense of the claim. In the event of a refund of inspection fee or portion thereof, or any other sum, such refund shall be a full and final settlement of all present and future claims, administrative claims, and causes of actions, complaints, etc. and WE shall be thereupon generally and fully released. This inspection is not for third party use; CLIENT requests this inspection/report for their confidential use only. WE will not release this report to any third party without client approval. If CLIENT decides to release this report to others CLIENT agrees to defend, indemnify, and hold US harmless for any damages claimed by others. CLIENT agrees that WE will only be named as an expert witness in litigation issues and CLIENT agrees to execute our litigation agreement prior to naming us an expert witness. Should any buyer or entity disclaim authority of contract signer to act as an agent of any or all buyers, then the signer of the contract herein indemnifies us for all costs, damages, judgments, and expenses incurred by us, including attorney's fees, regarding any claims against us made by buyer or entity that relies on report or other representation or conduct of us or agents thereof.

**CLIENTS INITIALS:** \_\_\_\_\_

**Arbitration clause:** Any dispute concerning the interpretation of this agreement or arising from the Inspection and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted by Construction Arbitration & Mediation Services PO Box 23390 Charlotte, NC 28227. Any legal act arising from the Inspection and report must be commenced within 90 days of the date of the inspection. If any portion of the agreement, inspection, and/or report is struck down, then all other clauses will remain valid and in force.

**Fees / Payment:** WE reserve the right not to leave our monitor at properties in distress, cluttered, foreclosed, investment, and rental properties; failure to notify US of such a property at the time of scheduling may result in the inspection being aborted and the CLIENT will be responsible for a \$150.00 trip fee. **Payment must be made at time of inspection.** Cancellations with less than 48 hours notice will be billed in full. If payment is not received by 7 days after the closing date on this agreement or within 30 days of the inspection, CLIENT authorizes King Construction, Inc. to charge the credit card listed below. **Please be advised that when services are rendered payment to King Construction Inc. indicated in the amount below is due whether CLIENT decides to purchase the home or not.** Failure to make payment within 30 days of the inspection may result in collection activity and the CLIENT understands that CLIENT will be liable for interest from the date of the inspection, collection costs, court costs, and or attorney fees.

Does the CLIENT give US the authorization to release the original, and/or a copy of the inspection report to the CLIENT's Realtor or real estate agency, solely for the purpose to aid the CLIENT who is to pay for this inspection? Yes / No (circle one)

Location: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_ Estimated Start Time: \_\_\_\_\_

Radon Test Fee: \_\$ \_\_\_\_\_

CLIENT'S: \_\_\_\_\_

CLIENT's Signature  \_\_\_\_\_

Email Address:  \_\_\_\_\_

CLIENT'S Current Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Credit Card (circle one) Visa, M/C Card Number  \_\_\_\_\_

Expiration Mo/Yr \_\_\_\_\_

3 or 4 digit security code  \_\_\_\_\_ (last 3 digits on the back signature line of Visa or M/C)