

Chosen Home Inspections, Inc.

Phone: (919) 922-0193 Fax: (919) 759-2775
Email: tomgoodno@chosenhomeinspections.com
Website: www.chosenhomeinspections.com

Client's Name: _____

Inspected Property:

Street Address: _____

Street Address: _____

City/State/Zip: _____

City/Zip: _____

Phone Number: _____

Email Address: _____

Radon Inspection and Water Test Contract (This Contract Limits our Liability - Please Read It Carefully)

1. This Contract is the agreement between Chosen Home Inspections, Inc. (hereinafter "CHI" and "Inspector") and Client (person(s) or entity on whose behalf a Home Inspector is acting or who is paying for the inspection and/or signing Contracts) to perform a Radon Inspection and/or Water Test. Client requesting a Radon Inspection and/or Water Test at the inspected property identified on page 1 of this Contract, shall initial next to the service(s) requested on page 2 of this Contract. The Radon Inspection will be conducted using a calibrated continuous radon monitor and Water Test samples will be sent to a recognized laboratory. **This Contract MUST be completed by the Client and received by CHI BEFORE services can be performed.**

2. This Contract and the Radon Inspection and/or Water Test Report are for the confidential, exclusive use and benefit of the Client. However, the Client does agree that should the Inspector find a condition that in his/her opinion represents an immediate danger to the current occupants, the Inspector may immediately release that information to the occupants, owners, or agents acting on behalf of the owners. CHI is not required or obligated to distribute the Report to anyone other than the Client. However, Client can authorize CHI to distribute the Report to the Client's representative. If CHI distributes the Report to Client's representative, Client authorizes CHI to give the Client's representative inspection software permissions to forward the Report to any individual and/or company for the sole purpose in assisting with the Client's transaction. The Report is nontransferable and may not be used or relied on by others without the consent of CHI. **The Report will not be released until CHI receives the inspection fee (except when payment is made at closing).**

3. CHI shall in no way be responsible to correct, treat, repair, and/or mitigate any potential issues, findings, and/or problems identified by laboratories and/or testing equipment. As a courtesy, CHI may offer comments related to methods for the correction, treatment, repair, and/or mitigation of the Radon Inspection and/or Water Test at the inspected property, but these comments will not create any obligation of CHI to develop, perform, and/or be responsible for the cost of developing or implementing a plan.

4. CHI accepts no responsibility for use or misinterpretation by third parties. **The Radon Inspection and/or Water Test are in no way intended to be a guarantee or warranty, express or implied, regarding the present and/or future use, operability, habitability or suitability of the home/building or its components.** Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Contract to the fullest extent allowed by law.

5. Client agrees to abide by certain instructions provided by CHI for the proper testing, detection, and analysis of the requested service, and CHI shall not be liable for any negligence or other interference in this regard by the Client or other parties during the testing period. Client acknowledges that the liability of CHI for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to CHI's negligence or breach of any obligation under this Contract, including errors and omissions in the Inspection or the Report, shall be limited to liquidated damages in an amount equal to the fee paid to CHI, and this liability shall be exclusive. Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the Client has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact the actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among CHI and the Client; and (iii) to enable CHI to perform the inspection at the stated fee.

6. Should the Client believe that CHI is liable for any issues arising out of this inspection, then Client shall communicate said issues in writing to include a signed copy of this Contract to CHI within thirty (30) days from the date of the inspection. Client understands and agrees that any failure to notify CHI as stated above shall preclude Client from pursuing a claim against CHI. Client agrees to wait thirty (30) days from the date of the revisit or when contact is made (whichever is later) before taking any legal action. Any legal action must be brought within one (1) year from the date of the inspection. Failure to bring said actions within one (1) year of the date of the inspection is a full and complete waiver of any rights, actions, or causes of action that may have arisen out of or related to the inspection and/or Contract. This time period may be shorter than otherwise provided for by law.

7. Any dispute concerning the interpretation of this Contract or arising from the Inspection and Report shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry. This does not apply to a dispute concerning the payment of the fee. No claims can be brought against CHI for any property not owned by the Client.

8. The parties agree that any litigation arising out of this Contract shall be filed only in the Court having jurisdiction in the County in which CHI has its principal place of business. In the event that Client fails to prove any adverse claims against CHI in a court of law, Client agrees to pay compensation of all time spent preparing, communicating, traveling, and attending all related events at the rate of sixty dollars per hour plus all legal expenses and costs.

9. If any court declares any provision of this Contract invalid or unenforceable, the remaining provisions will remain in effect. This Contract represents the entire agreement between the parties. All prior communications are merged into this Contract, and there are no terms or conditions other than those set forth herein. No statement or promise of CHI shall be binding unless reduced to writing and signed by CHI. No change or modifications shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Contract shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees.

10. CHI accepts payment by credit card, personal check, or cash. **For a home being purchased, CHI does accept payment at closing provided payment is secured with a valid credit card. When inspection fee is to be paid at closing upon Client's request, but those arrangements do not take place for any reason, or the home does not go to closing, or the home is not purchased for any reason, Client agrees to pay the total inspection fee no later than 14 days after the scheduled closing date. In such cases, if payment is not received after 14 days, Client understands and agrees that CHI will charge the credit card used to secure the payment.** Client agrees to pay a \$30 service charge for any dishonored check.

Radon Inspection

Client agrees to have CHI perform a Radon Inspection at the inspected property noted on page 1 of this Contract to measure the radon level in the air by the use of a continuous radon monitor. The continuous radon monitor is calibrated yearly with proof of calibration available to the Client upon request. The Radon Inspection is a short-term test that is conducted according to the instructions on the monitor and the monitor's instruction manual. The radon monitor will take measurements at one hour intervals for a period of 48 hours. CHI will provide the Client a Radon Inspection Report identifying the results of such analysis.

Radon is an odorless, tasteless, and invisible gas produced by the decay of naturally occurring uranium in soil and water. Overall, radon is the second leading cause of lung cancer according to the EPA. The Radon Inspection results will be reported in picocuries per liter of air, or "pCi/L." The EPA recommends homes be fixed if the radon level is 4 pCi/L or more. However, it is **highly recommended** the Client contact the EPA for additional guidance when radon levels are between 2 pCi/L and 4 pCi/L.

Client agrees to pay \$_____ for the Radon Inspection.

Client's initials agreeing to have a Radon Inspection performed:_____.

Water Test

Client agrees to have CHI perform a Water Test at the inspected property noted on page 1 of this Contract. CHI shall deliver the test samples to a recognized laboratory and, upon availability of these independent results, provide Client with a Report identifying the results of such analysis. **Client understands that water may contain thousands of different biological and chemical contaminants, and that the laboratory will only test for those contaminants specifically identified in this Contract.** Client further understands that the results represent a "snapshot" of the presence of the specified contaminants in the water sample(s) at the time the sample(s) is collected, and that laboratory results do not necessarily reflect the amount of contaminants that may be present in the future. The Water Test is conducted according to the instructions from a laboratory, and CHI assumes no liability for laboratory errors or delays. Client understands and agrees that laboratory results may take 1-2 weeks depending on the priority that is requested to analyze the samples.

Client is requesting the following type Water Test: _____
_____.

Client agrees to pay \$_____ for the Water Test.

Client's initials agreeing to have a Water Test performed:_____.

Your Inspector is a generalist and is not acting as a licensed engineer or expert in any craft/trade. If your Inspector recommends consulting other specialized experts, Client must do so at Client's expense. Client agrees by signing below that you have read, understand, and agree to this entire Contract and agree to pay the fee listed below.

_____Client's initials if Report is to be distributed to his/her representative and granting inspection software permissions for representative to forward Report as indicated in paragraph 2 of this Contract.

Client's Signature:_____ Date:_____

Inspector's Signature:_____ Date:_____ **Total Fee: \$**_____

Method of Payment

___Check ___Cash ___Master Card ___Visa ___Discover ___ At Closing (Date:_____)

Credit Card Number:_____ Exp. Date:_____ Sec. Code:_____