



PROFESSIONAL RADON TEST AGREEMENT

THIS RADON TEST AGREEMENT ("Agreement") is made on 2025-01-01, by and between Stepstone Professionals, a Washington limited liability company, referred to as "Inspector," and Joe and Jane Sample, referred to as "Client."

The fee for this inspection is \$0.00, payable in full prior to delivery of the radon report.

Services are to be performed at, or concerning, the property located at 123 Sample Lane, Spokane WA hereafter referred to as the "Property"

SCOPE OF RADON TEST

1) Permission to Enter Property: If conducted in conjunction with a residential inspection, Property access will be required to place the detector at least **48 hours prior to the inspection**. The Client or Client's agent is responsible for ensuring that the Inspector has permission to enter the Property to perform the home inspection on the date scheduled. The Inspector is not responsible for any disruption in the inspection process caused by construction, renovations, painting, cleaning, or any other activity occurring at the Property at the time of the inspection.

2) The above listed Client hereby orders a radon measurement test for the above referenced property to be conducted by Stepstone Professionals, 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) and the National Environmental Health Association (NEHA). 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. It will provide information to help determine if any additional action or additional testing is needed at this time. Whether or not the presence of radon in the home/building is detected, CLIENT shall be responsible to pay for the bargained-for radon inspection report.

3) The inspector will test for radon at the property to measure the radon level in the air by use of an approved electronic Continuous Radon Monitor calibrated in accordance with EPA standards. This will require a minimum of 52 hours, but may take longer. The inspector will perform a radon test and provide the Client with a digitized report containing the results of the radon test.

4) Test 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 as well as fireplaces or wood-burning stoves used for heating purposes is permissible, although fireplaces and/or wood burners can only be used if no other source of heat is available.

5) Personal belongings and/or storage, furniture or any obstruction to the test will not be moved by Inspector.

6) 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 only an average of radon concentrations in the area tested during the period the measurement device was exposed. The EPA and Stepstone Professionals, LLC suggest regular follow-up measurements be made.

7) This Agreement is for radon 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.

8) TERMS AND CONDITIONS

9) This Agreement covers the test as stated above as well as any subsequent tests for the client at the same address within 6 months of the date of this Agreement. Additional fees may apply for subsequent tests, and for tests that are outside the scope of this Agreement.

10) This test is performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees arising from such a claim.

11) If Client has concerns about any conditions noted in the report, Inspector strongly recommends that Client consult a qualified licensed contractor. If anyone that will be occupying

the home suffers from allergies and/or heightened sensitivity to quality of air, Inspector strongly recommends that Client consult a qualified Environmental Consultant to test toxic materials for mold or allergens. INSPECTOR IS NOT RESPONSIBLE FOR AND WILL NOT TEST OR REPORT ON THE QUALITY OF AIR IN THE PROPERTY

12) I agree and understand that I should follow any and all recommendations for service or a second opinion by a specialist, and that failing to do so, I will negate the terms of the contract and agree to hold Stepstone Professionals, LLC harmless for any subsequent alleged defects and deficiencies.

13) LIMITATIONS ON LIABILITY AND DAMAGES

14) Client agrees and understands that the Inspector and its employees, contractors and agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature resulting from performance of this test.

15) The Parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. Inspector makes no guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

16) The test will not include an appraisal of the value of the Property or a survey. The report is not a compliance test or certification for past or present governmental codes or regulations of any kind. The test does not determine whether the Property is insurable.

17) In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State law. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the test. Furthermore, any legal action must be brought within one (1) year from the date of the test or will be deemed waived and forever barred.

18) To the maximum extent permitted by law, before a dispute or claim may be arbitrated or litigated, the Parties agree to mediate any and all claims, demands, causes of action, disputes, or controversies. The Parties shall make reasonable efforts in the mediation to resolve the dispute through a mutual agreement. Each Party will bear its own attorney fees and costs in mediation, and will equally share the mediator fees and expenses.

19) The Client agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where the Inspector has its principal place of business. If Client fails to

prove any claim against Inspector, Client agrees to pay all Inspector legal costs, expenses and attorney fees incurred in defending that claim.

20) In the event that any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision shall be severed or modified to the extent necessary to render the remainder of the Agreement enforceable, and, as so severed or modified, this Agreement will remain in full force and effect.

21) Client may not assign all or any portion of his/her/their rights or obligations under this Agreement.

CLIENT HAS READ THIS ENTIRE AGREEMENT AND ACCEPTS AND UNDERSTANDS THIS AGREEMENT AS HEREBY ACKNOWLEDGED.

Joe and Jane Sample

Jim & Tina Kysar

WA State License #21023099

By signing below, I agree to all terms and conditions outlined herein.

A handwritten signature in black ink, appearing to read 'Jane Doe', with a stylized flourish at the end.

jane doe

On Friday, January 5th 2024, 10:52 am PST

From 209.173.242.123