



Alpha & Omega Home Inspections, LLC

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SC Lic: 1736 / NC Lic.: 2240

Radon Inspection Agreement and Invoice

THIS AGREEMENT IS OUR INVOICE

INSPECTION FEE: \$ _____

▶ Property St. Address: _____

▶ Property City Address: _____

▶ Print Client Name: _____
(Name as used on credit card)

▶ Client phone number: _____

▶ Client Signature: _____

▶ Print Client email: _____
(Reports normally delivered via email)

By my signature above and on the subsequent page, I (CLIENT) acknowledge that I have read both pages of this agreement and limitations, accept the services disclosed, and that I understand the terms and conditions and I agreed to be bound by these. My signature above authorizes the release of the inspection report to my real estate agent, unless specified otherwise in writing.

This Agreement Limits Our Liability. Read It Carefully And Ask About Anything You Do Not Understand.

This contract is an agreement between the CLIENT listed above, and Alpha & Omega Home Inspections, LLC (INSPECTOR, US, WE, OUR) to perform a **radon inspection** at the property listed above. Client understands and agrees this inspection will not meet either the North Carolina or South Carolina state licensure board's "Standards of Practice" for a home inspection. This inspection will not meet any other organizations Standards of Practice for a home inspection. This inspection covers the principal structure and attached structures only. Non-attached structures are inspected per mutual agreement at additional charges. CLIENT has obtained a right of entry to perform this inspection from the seller or seller's representative.

DISCLOSURE: Radon is a colorless, odorless radioactive gas that may be harmful to humans. The amount of radon in the air is measured in picocuries of radon gas per liter of air, or "pCi/L." While any radon exposure creates some risk to health, a level of 4 pCi/L or higher is generally considered dangerous by the EPA, which recommends that remedial measures be taken to reduce or eliminate radon from the home/building.

1. WE agree to perform a radon inspection of the home/building to measure the radon level in the air by the use of an approved short-term charcoal collection device, will require a minimum of 48 hours but may take longer.

2. Unless specified and initialed below, INSPECTOR will deliver via US mail or a private shipping company the testing device to a recognized laboratory and, upon availability of these independent results, provide CLIENT with a written radon inspection report identifying the results of such analysis.

3. The CLIENT or CLIENT'S Agent agrees to return to the property without the INSPECTOR, collect the radon test kits, package them in postage paid envelopes provided by the INSPECTOR according to written instructions provided by the INSPECTOR. CLIENT accepts full responsibility for failure to properly seal and package the test kits at the time agreed to and understands that failure to follow the instructions may invalidate the test. In the event of an invalid test, the fee for the radon inspection is in any event due in full. CLIENT initials here to agree to this section: _____.

4. Under this Agreement, WE shall only report the results of the radon analysis to CLIENT and INSPECTOR shall in no way be responsible to correct or mitigate radon in the home/building. As a courtesy, INSPECTOR may offer comments related to methods for the mitigation of radon in the home/building, but these comments will not create any obligation of INSPECTOR to develop any mitigation plan or perform the implementation of such plan. 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. The report is only supplementary to the seller's disclosure.

5. CLIENT understands that INSPECTOR will NOT be testing for mold in conjunction with this radon inspection.

6. The radon inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S radon inspection of the home/building and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the 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 Agreement to the fullest extent allowed by law.

7. INSPECTOR assumes no liability for inaccurate data furnished by the outside radon testing laboratory referred to herein. CLIENT agrees to abide by certain instructions provided by INSPECTOR for the proper testing, detection and analysis of radon gas levels in the home/building, and INSPECTOR shall not be liable for any negligence or other interference in this regard by CLIENT or his invitees during the testing period. INSPECTOR shall not be responsible for the cost of developing or implementing a radon mitigation plan, and further shall not be liable for detection of deficiencies, whether patent or latent, not otherwise part of an independent home inspection contract with INSPECTOR, merely as a result of INSPECTOR'S presence at the home/building. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, 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 the INSPECTOR, 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 that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

8. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the radon inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he is so licensed, and is therefore qualified to go beyond this radon inspection, and for additional fee, perform additional inspections and otherwise create or implement certain radon mitigation plans or systems beyond those within the scope of the basic radon inspection. Any agreement for such additional services shall be in a separate writing or noted here:

9. **LIMITS OF LIABILITY:** CLIENT agrees that OUR limit of liability shall not exceed the amount paid for the inspection, minus any lab fees. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind. After a period of 90 days, CLIENT agrees not to attempt any action against the US. If any portion of this agreement is struck down, all other clauses will remain valid and in force.

10. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

11. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

12. **FEES AND PAYMENT** – Payment is due at the time of the inspection. CLIENT agrees to pay all legal and time expenses related to the collection of all unpaid inspection fees and a \$25 fee for any returned checks. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

▶ **Cancellations with less than 48 hours notice will be billed in full.** ◀

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

▶ **Client Signature:** _____

▶ **Today's Date:** _____