



NEW JERSEY HOME PRE-INSPECTION AGREEMENT

(PLEASE READ CAREFULLY)

LIMITATIONS AND EXCLUSIONS OF THE RADON TESTING AND REPORT

CLIENT AND COMPANY (Company is also defined to include any and all persons who perform the contracted-for testing as an employee or independent contractor of the Company) agree to the following terms and conditions in addition to the **LIMITATIONS AND EXCLUSIONS OF THE HOME INSPECTION AND REPORT:**

1. **Client Obligations and Permission to Access Subject Property:** The Client agrees to notify the occupants of the Subject Property of the importance of proper testing conditions, including: that the radon test must be conducted for a minimum of 48 hours (24 hours if using a computerized radon monitor); that it is important to maintain closed-house conditions for at least 12 hours before the beginning of the test and during the entire test period; that if the house has an active radon-reduction system, the occupants make sure the vent fan is operating properly; that the occupants are permitted to operate the home's heating and cooling systems normally during the test period; and that the occupant cannot disturb the test device(s) at any time during the test. The Client understands that these issues can detrimentally affect the Company's ability to provide accurate testing results to the Client. The Client warrants that permission has been secured for the Company to enter the Subject Property and perform the radon test.

2. **Standards of Practice:** The Company agrees to perform a short-term radon test using a radon measurement device approved by Your State which will be exposed to the air in the home at the Subject Property for a specified period of time and then sent to a laboratory approved by Your State for analysis following the testing procedures and protocols established by the laboratory and/or Your State. The Company and/or the laboratory will provide the results of the radon testing to the Client on a form approved by Your State. The Client understands that the results of the radon test are based on the conditions existing when the test is performed and that prior and subsequent test results could be different due to changes in the weather, barometric pressure, living conditions or other unforeseen factors or conditions beyond the control of the Company. If a more accurate test is desired, the Client should consider long-term testing. For purposes of this Paragraph, Your State is North Carolina.

3. **LIMITATION OF LIABILITY. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the inspection and report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the report as described herein. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, any form of negligence (except gross negligence), fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the inspection or the report, is limited to an amount equal to the inspection fee multiplied by two (2), as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Name: \_\_\_\_\_  
Please Print

Inspector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector's Name: \_\_\_\_\_  
Please Print