

- In consideration of the fee and limitation of liability hereby specified by this agreement, EnviroLabs Inc. agrees to conduct for the Client a professional short-term indoor air radon “screening test measurement” at the above property (Insert test site from form).

- Placement of test devices will be performed in accordance with Test Protocols established by the U.S. Environmental Protection Agency (USEPA). Accordingly, short-term screening test will last from 2 to 7 days and will consist of professional radon test devices placed at the lowest potentially livable area of the house. The minimum test period of 2 to 4 days will be determined at the placement of the test. Under certain conditions the laboratory may determine the result of the test do not meet specific quality control conditions in which case the test will be repeated at no additional charge.

- A short-term screening test is intended to indicate the potential for long-term exposure to high levels of radon. It is understood that (a) the results of the test are representative of the levels detected during the test period only, (b) radon concentrations within the house may change from area to area, and (c) are affected by weather, barometric pressure and/or other variable conditions. The radon levels detected and the USEPA recommendations for subsequent action

will be reported to the client. It remains the responsibility of the client to interpret these guidelines and determine the course of action to be taken, if any. The parties expressly agree that under no circumstances will EnviroLabs Inc be responsible for the cost of follow-up testing or radon mitigation.

- USEPA test protocols call for maintaining “Closed Building Conditions” beginning 12 hours prior to commencement of the test and for its duration. Our test personnel will make reasonable efforts while on-site to see that appropriate conditions exist and measures will be taken so that conditions are known and observed. Compliance with these conditions has a direct effect on the results of the screening test and is beyond the control of the Inspection Company or Laboratory. Accordingly, it is understood and agreed that neither the Inspection Company or Laboratory can assume any liability for accuracy of the results which may have been affected by circumstances beyond their knowledge or control.

- Indication of tampering with the test devices or violation of “Closed Building Conditions” will invalidate the test results. Testing fees will not be reimbursed if it is determined that devices have been tampered with in any way or test conditions have been violated.

- All test devices remain the property of the Laboratory and will be retrieved at the conclusion of the test.

- It is understood and agreed that should Envirolabs Inc. and/or their employees or agents be found liable for any loss or damage resulting from failure to perform any of its obligations, then the liability of the aforementioned shall be limited to a sum equal to the amount paid for the test and report.