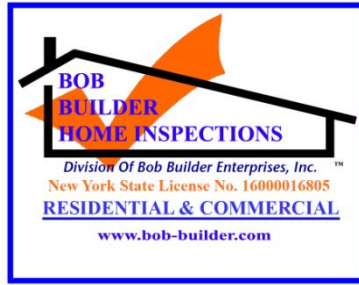


**Bob Builder
Radon Test Services**

98 Goettel Road
Central Square, NY 13036
Ph: (315) 668 0055
Fax: (800) 815 9672
bob@radonreductions.com
www.radonreductions.com



Home Inspection Agreement

This agreement was prepared by a member of the National Association of Certified Home Inspectors, (NACHI)

Inspector's Name: **Robert J. Hutchinson** Professional Membership No. NACHI05042793

New York State License No. 16000016805

Company: **Bob Builder Home Inspections (Division of Bob Builder Enterprises, Inc.)**

Address: **98 Goettel Road**

City: **Central Square** State: **New York** Zip: **13036**

Telephone: 315-668-0055 Fax: 800-815-9672 Email: bob@bob-builder.com

THIS INSPECTION AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT.

PLEASE READ IT CAREFULLY.

Client Name(s): _____ Report No.: _____

Property Address: _____

Client Telephone: _____ Contact: _____

Agreed Inspection Fee: _____ \$ _____

Additional Fee(s) For: _____ \$ _____

Additional Fee(s) For: _____ \$ _____

TOTAL INSPECTION FEES: \$ _____

Email Address: _____

Home Inspection Agreement Continued

1. Client requests a limited visual inspection of the residential structure identified at the above address by the listed Home Inspector of the above company, herein after collectively referred as the "Company" and the Client hereby represents and warrants that all approvals necessary have been secured for Company's entrance to the property.
2. Client warrants: (a) they have read the following Agreement carefully, (b) they understand that they are bound by all the terms of this contract, and (c) they will read the entire Inspection Report when received and promptly call Company with any questions they may have.
3. Client understands that the inspection and inspection reports are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of the Inspection Report to any other person with these exceptions ONLY. (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the seller(s) covenant to use the Inspection Report only in connection with Client's transaction, and agree not to transfer or disclose the Report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing the Client and/or bank or other lender for use in Client's transaction only. Client agrees to indemnify, defend and hold harmless Company from any third party claims relating to this Inspection or Inspection Report.
4. Company agrees to perform a limited visual inspection of the residential structure at the above address and provide to the Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies as they exist at the time of Inspection. The Inspection will be performed in a manner consistent with the Standards of Practice of New York State and/or NACHI. A copy of these Standards is provided to the Client.
5. The Inspection only includes those systems and components expressly and specifically identified in the Inspection Report. Any areas which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or any other thing, or those areas/items which have been excluded by the State of New York and/or NACHI Standards and/or by agreement of the parties is not included in the Inspection. The Inspection does not include any destructive testing or dismantling. Client agrees to assume all risk for all conditions which are concealed from view at the time of the Inspection or exists in any area excluded from the Inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form a part of the Inspection Report. The following areas/items, systems and components are among those NOT included in the Inspection:
 - Code or zoning violations
 - System or component installation
 - Permit research
 - Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing
 - Termites or other wood destroying insects, rodents or other pests, dry-rot or fungus
 - Latent or concealed defects
 - Asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards
 - Private water or sewage systems
 - Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related systems and components
 - Repair cost estimates
 - Building value appraisal
 - Radio controlled devices
 - Automatic gates
 - Elevators, lifts, dumbwaiters
 - Thermostatic or time clock controls
 - Water Softeners or purifiers
 - Radiant heat systems
 - Furnace heat exchanger
 - Solar heating systems
 - Gas appliances such as fire pits, barbecues, heaters and lamps; main gas shut off valve; any gas leaks
 - Odors or noise
 - Seismic safety
 - Free standing appliances
 - Security or fire safety systems
 - Personal property
 - Any adverse condition that may affect the desirability of the property
 - Proximity to railroad tracks or airplane routes
 - Boundaries, easements or rights of way
 - Unique/technically complex systems or components
 - System or component life expectancy
 - Adequately or efficiency of any system or component
 - Items specifically noted as excluded in the Inspection Report

If the Inspection is desired of any of the areas/items, systems or components listed above, then Client shall contract the appropriate professionals.

6. Client understands that the Inspection and Inspection Report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law.
7. The written Report to be prepared by the Company shall be considered the final exclusive findings of Company of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the issuance of the written Report. Client further understands and agrees Company reserves the right to modify the Inspection Report for a period of time that shall not exceed forty eight (48) hours after the Inspection Report has first been delivered to the Client.
8. Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the Inspection of the residential structure, as limited herein, shall be made in writing and reported to Company within ten (10) business days of discovery. Client further agrees to allow Company to re-inspect the claimed discrepancy, with the exception of emergency conditions, before Client or Client's agents, employees or independent contractor's repairs, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify the Company as stated above shall constitute a waiver of any and all claims Client may have against Company.
9. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the Inspection and Inspection Report shall be submitted for the final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed there under shall be final and binding and judgment on the Award may be entered in any court of competent jurisdiction.
10. It is understood and agreed by and between the parties hereto that Company is not an insurer, that payment for the subject Inspection is based solely on the value of the service(s) provided by Company in the performance of a limited visual Inspection of the general condition of the structure's systems and components as described in Paragraph 4 and production of a written Inspection Report, that because of the limited nature of this Inspection the Inspection cannot be expected to uncover all defects or deficiencies within the structure and that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services. Thus, Client and Company agree that in the event that Company breaches its obligation or duty to perform such service and Client is thereby damaged, then the liability of Company (including its officers, agents and employees) shall be limited to a sum equal to the amount of the fee paid by the customer for Inspection and Report and this liability shall be exclusive. Inspector's liability for mistakes and omissions in this Inspection is limited to a refund of the fee paid for this Inspection and Report.

Client's Initials

11. THE INSPECTOR IS NOT LIABLE FOR ANY CLAIM PRESENTED MORE THAN 6 MONTHS AFTER THE DATE OF INSPECTION.
12. Company assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future.
13. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between parties.
14. The prevailing party in any dispute arising out of this agreement, the Inspection, or Report(s) shall be awarded all attorneys' fees, arbitrator fees and other related costs.
15. Client understands and agrees that if they are not present at the time of the Inspection and therefore do not sign this Agreement that this agreement will form a part of the Inspection Report and acceptance of the Inspection Report by Client shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement. Company requires an Inspection Agreement to be signed by Client prior to performing the Inspection. If you (Client) were not present at the Inspection and did not sign the Inspection Agreement you, by accepting, paying for, and/or using the Inspection Report you acknowledge and agree to be bound by the terms and conditions of the Inspection Agreement and further agree that the Inspection Agreement will form a part of the Inspection Report.
16. The Inspection fee is due and payable at the time of inspection and is based on a single visit to the residential structure. Additional fees may be charged for subsequent visits required by Client or, if the Inspector is called upon to prepare for litigation, give testimony as a result of Inspection, or the like, and if the utilities were not turned on at the time of Inspection, such additional services are beyond the scope of this Agreement.
17. Payment of the Inspection fee is due upon completion of the on-site service. The Client agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If Client is a corporation, LLC, or similar entity, the person signing the Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.
18. This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

I have read, understand and agree to all terms and conditions of this contract and to pay the fee listed above.

Dated:

Signature of Client:

Signature of Client:

For the Company: **Bob Builder Home Inspections (Division of Bob Builder Enterprises, Inc.)**



Bob Builder Radon Test Services

98 Goettel Road
Central Square, NY 13036
Ph: (315) 668 0055
Fax: (800) 815 9672
bob@radonreductions.com
www.radonreductions.com

INDOOR RADON DISCLOSURE

The U.S. Environmental Protection Agency (EPA) and Surgeon General recommend **ALL** homebuyers have an indoor RADON test conducted. Radon is a Class-A carcinogen and the 2nd leading cause of lung cancer estimated to cause 21,000 deaths in the U.S. annually. All counties in New York State rank as either "Highest Radon Potential" or "Moderate Radon Potential" according to the EPA Map of Radon Zones.

I have fully read and understand the disclosure above and: *(Buyer's Signature in appropriate Box)*

- a) I choose to have a Radon Test of the home according to EPA Protocol by a state licensed or NEHA-NRPP Certified Radon Measurement Professional for an additional fee of \$ **150.00**.

- b) Against the strong recommendation of EPA, my inspector and my real estate agent, I have elected **NOT** to test the home for the presence of Indoor Radon Gas and assume **ALL** liability for elevated Radon concentrations discovered after the transaction closes that such a test would have revealed.

RADON FACTS

- ❖ **Radon exposure is the leading cause of lung cancer in non-smokers;** radon causes lung cancer in smokers as well.
- ❖ **There has been more epidemiologic investigation exploring the association between radon (and its decay products) and lung cancer than any other environmental carcinogen.** Experimental exposure in animals, occupational studies of radon-exposed miners, and direct observation from individuals exposed to radon in their homes provides a firm scientific foundation that documents radon as a major environmental carcinogen.
- ❖ According to the Science Advisory Board; "**radon inhalation is the largest source of collective radiation exposure (and presumably, radiation risk) to the U.S. population as a whole**".
- ❖ Recently, the U.S. Environmental Protection Agency (EPA) and the Science Advisory Board increased their radon risk assessment by more than 50% and now estimate **21,000 Americans die of radon-induced lung cancer annually**.
- ❖ The World Health Organization (WHO) says **radon causes up to 15% of all lung cancers worldwide**.
- ❖ **Although lung cancer can be treated, the survival rate is one of the lowest for those with cancer.** From the time of diagnosis, only 11-15% of those afflicted will live beyond five years, depending upon demographic factors.
- ❖ Residential pooling studies from both North America and Europe provide direct evidence linking residential radon exposure to lung cancer; "**These findings effectively end any doubts about the risks to Americans of having radon in their homes,**" said Tom Kelly, Director of EPA's Indoor Environments Division. "*The research confirms that breathing low levels of radon can lead to lung cancer.*"
- ❖ Because radon is a Class A carcinogen, **the U.S. Environmental Protection Agency (EPA) and the Surgeon General recommend ALL HOMEOWNERS and ALL HOMEBUYERS test for indoor radon.**
- ❖ **In 2005, the U.S. Surgeon General issued a Health Advisory** warning Americans about the health risk from exposure to radon in indoor air.
- ❖ **Radon-Induced lung cancer can easily be prevented** by testing your home and reducing concentrations that are at or above EPA's 4 pCi/L Action Level.
- ❖ **Homes with elevated radon concentration can easily be fixed** with the installation of an Active Soil Depressurization System by a certified or state licensed radon mitigation contractor.
- ❖ **ASD systems also decrease moisture and other soil gases entering the home,** reducing molds, mildews, methane, pesticide gases, volatile organic compounds and other indoor air quality problems.

Rev. July 2009