

## HOME INSPECTION AND RADON TESTING CONTINGENCY ADDENDUM

This Addendum is made on \_\_\_\_\_, to a sales contract ("Contract") offered on \_\_\_\_\_, between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") for the purchase and sale of the Property: \_\_\_\_\_.

### 1. MISCELLANEOUS PROVISIONS

**A.** Pursuant to the terms of this Contract, Seller will have all utilities in service. If, for any reason, the utilities are not in service, Home Inspection Deadline and/or Radon Testing Deadline (as applicable) will be extended until 9 p.m. \_\_\_\_\_ Days after Buyer receives Notice from Seller that all utilities are in service.

**B.** If Buyer fails to obtain Inspection Report and/or Radon Report (as applicable), fails to Deliver a copy of the report(s) to Seller, or fails to Deliver Inspection Contingency Removal Addendum or Notice Voiding this Contract prior to Home Inspection Deadline and/or Radon Testing Deadline (as applicable), this Contingency will expire and this Contract will remain in full force and effect with no Home Inspection and/or Radon Testing Contingency (as applicable).

### 2. HOME INSPECTION CONTINGENCY (Select A **OR** B)

#### ☐ **A. HOME INSPECTION WITH OPTION TO NEGOTIATE REPAIRS OR VOID**

**1. Inspection Period** Contract is contingent ("Home Inspection Contingency") until 9 p.m. \_\_\_\_\_ Days after Date of Ratification ("Home Inspection Deadline") upon inspection(s) of Property by licensed (if applicable), professional, insured inspector(s) ("Inspection") at Buyer's discretion and expense. For the purposes of this Home Inspection Contingency, Inspection does not include Radon Testing, Well Testing, Well Inspection or Septic Inspection unless otherwise agreed by separate clause or addendum. If the results of such Inspection(s) are unsatisfactory to Buyer, in Buyer's sole discretion, Buyer will Deliver to Seller, prior to Home Inspection Deadline:

- i) An entire copy of the report(s) and a written addendum listing the specific existing deficiencies of Property that Buyer would like Seller to remedy together with Buyer's proposed remedies ("Inspection Addendum") **OR**
- ii) An entire copy of the report(s) and Notice Voiding Contract.

**2. Negotiation Period** In the event of A.1.i) above, the parties will have until 9 p.m. \_\_\_\_\_ Days after Buyer's Delivery of Inspection Addendum ("Negotiation Period") to negotiate a mutually acceptable written addendum addressing the deficiencies.

At any time during Negotiation Period, Buyer or Seller may make, modify, rescind, or alter as many offers and counter-offers as desired to reach mutually acceptable terms. Buyer and Seller may agree on terms by signing a written addendum describing agreed upon deficiencies and remedies within Negotiation Period. Otherwise, all offers and/or counteroffers terminate.

**3. Buyer's Election Period** If, at the end of Negotiation Period, the parties are unable to reach an agreement, Buyer will have the option to Void this Contract by Delivering Notice to Seller by 9 p.m. \_\_\_\_\_ Days following the end of Negotiation Period, otherwise Home Inspection Contingency will be removed and this Contract will remain in full force and effect.

#### ☐ **B. HOME INSPECTION WITH OPTION TO VOID ONLY**

**Inspection Period.** Contract is contingent ("Home Inspection Contingency") until 9 p.m. \_\_\_\_\_ Days after Date of Ratification ("Home Inspection Deadline") upon inspection(s) of Property by

licensed (if applicable), professional, insured inspector(s) (“Inspection”) at Buyer’s discretion and expense. For the purposes of this Home Inspection Contingency, Inspection does not include Radon Testing, Well Testing, Well Inspection or Septic Inspection unless otherwise agreed by separate clause or addendum.

If the results of such Inspection(s) are unsatisfactory to Buyer, in Buyer’s sole discretion, Buyer will Deliver to Seller, prior to Home Inspection Deadline an entire copy of the report(s) and Notice Voiding Contract.

### 3. ☐ **RADON TESTING**

**A. Radon Inspection Period** This Contract is contingent (“Radon Inspection Contingency”) until 9 p.m. \_\_\_\_\_ days after the Date of Ratification (“Radon Testing Deadline”) upon Buyer, at Buyer’s discretion and expense, having the Property inspected for the presence of radon and receiving a report (“Radon Report”) from the test, by a radon professional certified by the National Radon Safety Board (“NRSB”), or the National Radon Proficiency Program (“NRPP”) (“Radon Professional”) using U.S. Environmental Protection Agency (“EPA”) approved testing methods. Testing device(s) to be placed and retrieved by Radon Professional.

**B. Testing Guidelines** Seller agrees to follow EPA guidelines and testing recommendations in order to produce accurate results. These guidelines include the following requirements to be in place **12 hours prior to the scheduled test period** and throughout the duration of the test:

1. ALL windows must remain shut
2. Exterior doors should be used only for normal ingress/egress and must not be left open
3. Whole house exhaust fans or smaller fans near the testing device(s) must not be used

Should Radon Professional indicate in writing that these requirements have not been met, Seller will pay for a new test under Buyer’s direction and Radon Inspection Contingency will automatically be extended until 9 p.m. \_\_\_\_\_ Days after Seller notifies Buyer that these requirements are in place.

If Radon Report confirms the presence of radon that equals or exceeds the action level established by the EPA, Buyer, at Buyer’s sole discretion, will Deliver to Seller, prior to Radon Testing Deadline:

- i) An entire copy of Radon Report and a written addendum requiring Seller, at Seller’s expense prior to Settlement: (i) to mitigate the radon condition by contracting with a NRSB or NRPP listed remediation firm to reduce the presence of radon below the action level established by the EPA; and (ii) to Deliver to Buyer a written re-test result performed by a Buyer-selected Radon Professional and following the required Testing Guidelines (“Radon Inspection Addendum”) **OR**
- ii) An entire copy of Radon Report and Notice Voiding this Contract.

**C. Radon Negotiation Period** In the event of B.i) above, the parties will have until 9 p.m. \_\_\_\_\_ Days after Buyer’s Delivery of Radon Inspection Addendum (“Radon Negotiation Period”) to negotiate a mutually acceptable written addendum.

At any time during the Radon Negotiation Period, Buyer or Seller may make, modify, rescind, or alter as many offers and counter-offers as desired to reach mutually acceptable terms. Buyer and Seller may agree on terms by signing a written addendum describing agreed upon terms within Radon Negotiation Period. Otherwise, all offers and/or counteroffers terminate.

**D. Buyer’s Election Period** If, at the end of Radon Negotiation Period, the parties are unable to reach an agreement, Buyer will have the option to Void Contract by Delivering Notice to Seller by 9 p.m. \_\_\_\_\_ Days following the end of Radon Negotiation Period, otherwise Radon Inspection Contingency will be removed and Contract will remain in full force and effect.

**SELLER:**

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Date      Signature

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Date      Signature

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Date      Signature

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Date      Signature

**BUYER:**

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Date      Signature

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Date      Signature

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Date      Signature

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Date      Signature

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