

HOME INSPECTION AND RADON TESTING ADDENDUM

This Addendum is made on _____, to a Sales Contract ("Contract") dated _____ between _____ ("Purchaser") and _____ ("Seller") for the purchase and sale of the Property: _____ The parties agree that the following addendum is incorporated into and made a part of this Contract:

1. CONTINGENCIES. This Contract is contingent upon the satisfaction of the contingencies set forth below ("Contingencies") until the expiration of the time periods for such Contingencies set forth below ("Deadlines"). **This Contract will become void unless each Contingency has been removed In writing by the Deadline, or satisfied, or terminated.** If this Contract is voided, the parties will sign an agreement releasing each other party from the terms of this Contract, the Deposit will then be refunded to the Purchaser, and the parties will have no further liability under this Contract.

A. HOME INSPECTION. This Contract is contingent until 9 p.m. _____ Days after the Date of Ratification ("Deadline") upon inspection of the Property by a professional home inspector and/or other professional inspector(s) at the Purchaser's discretion and expense. The Seller will have all utilities in service at the time of the inspection(s). The Contingency will terminate at the Deadline unless by the Deadline the Purchaser has Delivered to the Seller a copy of the inspection report(s) and

(i) a written addendum listing the specific existing deficiencies. The Seller may, at the Seller's option, within _____ Days after Delivery of the addendum, elect in writing to remedy the deficiencies prior to settlement. If the Seller does not elect to make the repairs, or makes a counter-offer, or does not respond, the Purchaser will have _____ Days after Delivery of Seller's counter-offer or the expiration of the period in which Seller had to respond, to respond or remove this Contingency and take the Property in its present physical condition or thisContract will become void. Any counter-offer of Purchaser, and any subsequent counter-offer by either party, shall be responded to by the other party within _____ Days of Delivery of such counter-offer . The failure of one party to respond to such counter-offer within the required response period shall result in the Contract becoming void at the expiration of that response period.

Unless otherwise agreed to in writing between the parties, this clause does not release the Seller from any responsibilities set forth in the Contract paragraphs titled: PERSONAL PROPERTY, FIXTURES AND UTILITIES; EQUIPMENT, MAINTENANCE AND CONDITION; WELL AND SEPTIC; TERMITE INSPECTION; OTHER TERMS, OR any other property condition paragraph, or any items specifically set forth in this Contract and any addendum, amendment, or Notice.

-OR-

(ii) Notice voiding this Contract.

B. RADON TESTING. This Contract is contingent until 9 p.m. _____ Days after the Date of Ratification ("Deadline") upon the Purchaser, at the Purchaser's discretion and expense, having the Property inspected for the presence of radon by a testing firm ("Testing Firm") listed with the National Radon Safety Board "NRSB", or The National Environmental Health Association ("NEHA") using an U.S. Environmental Protection Agency ("EPA") approved testing method. **Testing device to be placed and retrieved by an NRSB or NEHA listed technician.** This contingency will terminate at the Deadline unless by the Deadline the Purchaser has Delivered to the Seller a copy of the radon testing report which confirms the presence of radon that equals or exceeds the action level established by the EPA together with either:

(i) A written addendum requiring the Seller at Seller's expense prior to Settlement to address the radon condition by contracting with an NRSB or NEHA listed remediation firm to reduce the presence of radon below the action level established by the EPA and by providing the Purchaser with written re-test results performed by a **Testing Firm** confirming such reduction of radon. The Seller may, at the Seller's option, within _____ Days after Delivery of the addendum, elect in writing to remedy the condition prior to settlement.

If the Seller does not elect to perform in accordance with the addendum, or makes a counter-offer, or does not respond, the Purchaser will have _____ Days after Delivery of Seller's counter-offer or the expiration of the period in which Seller had to respond, to respond or remove this Contingency and take the Property in its present physical condition or this contract will become void. Any counter-offer of Purchaser, and any subsequent counter-offer by either party, shall be responded to by the other party within _____ Days of Delivery of such counter-offer. The failure of one party to respond to such counter-offer within the required -response period shall result in the Contract becoming void at the expiration of that response period.

-OR-

(ii) Notice voiding this Contract.

WITNESS OUR SIGNATURES AND SEALS:

SELLER:

_____/_____(SEAL)
Date Signature

_____/_____(SEAL)
Date Signature

PURCHASER:

_____/_____(SEAL)
Date Signature

_____/_____(SEAL)
Date Signature

