

# 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 following provisions if initialed by the parties are incorporated into and made a part of this Contract:

**1. HOME INSPECTION.** This Contract is contingent ("Home Inspection Contingency") until 9 p.m. \_\_\_\_\_ Days after the Date of Ratification ("Home Inspection Deadline") upon inspection ("Inspection") of the Property by a professional, insured inspector(s) at the Purchaser's discretion and expense. **Pursuant to the terms of the Contract, the Seller will have all utilities in service.** The Home Inspection Contingency will terminate at the Home Inspection Deadline unless by the Home Inspection Deadline the Purchaser has Delivered to the Seller a copy of the entire inspection report(s) and

- i. A written Addendum of requested repair or replacement items. 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 replacements, or makes a counter offer, or does not respond, the Purchaser will have \_\_\_\_\_ Days 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 **or to remove this Contingency** 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 or unless the property is sold AS-IS the Seller may be responsible for additional repairs** pursuant to clauses in this Contract pertaining to Property condition (**Paragraph 7**), termites or compliance with notices of violation from Condominium or Homeowners Associations, city, state or county regulations ("Additional Repairs"). The Seller may be obligated to make repairs to the electrical, plumbing, heating and air conditioning systems or equipment noted in the Home Inspection Report or discovered at a final inspection of the property, whether or not those items are listed in the written addendum referenced above. Smoke detectors will be installed as required by the laws or regulations of the appropriate jurisdiction.

OR

- ii. Notice voiding this Contract.

**If no Addendum or Notice is provided by the Deadline this contingency will expire and the Contract will remain in full force and effect with no contingency for Home Inspection.**

**2. 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:

(A) 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-

(B) Notice voiding this Contract.

**PURCHASER:**

**SELLER:**

\_\_\_\_\_  
Date Signature

\_\_\_\_\_  
Date Signature

\_\_\_\_\_  
Date Signature

\_\_\_\_\_  
Date Signature

