



506-381-7654

**P.O.Box 23182,
Moncton NB
E1A-6S8**

**Normand LeBlanc
C-NRPP Certified**

RADON TEST AGREEMENT

This Agreement is made and entered into by and between Moncton Radon Testing and Solutions Inc. and the client:

Name: _____

Telephone: _____

Address: _____

City/Postal code: _____

Email: _____

Test/Site Address: _____

The client will pay the following sum plus HST for the radon test of the property located above. \$ _____

The above listed client hereby orders a radon measurement test for the above referenced property to be conducted by Moncton Radon Testing and Solutions Inc. The measurement testing covers the placement of radon measuring equipment, and the collection and delivery to the client of all obtained data at the conclusion of the testing period. The testing and report will conform to Health Canada " Guide for Radon Measurements in Residential Dwelling (Homes)". This radon test is a screening measurement that serves to indicate the potential for radon levels at the location tested in the above referenced property. It will provide information to help determine if any additional action or additional testing is needed at this time.

The Client and Moncton Radon Testing and Solutions Inc. agree to the following:

TEST CONDITIONS:

- ← As specified by Health Canada Guidelines:
- ← -Windows on all levels and external doors are kept closed for the duration of the test, except during normal entry and exit. Normal entry and exit include a brief opening and closing of a door, but external doors should not be left open for more than a few minutes.
- ←
- ← -External-internal air exchange systems such as high-volume, whole-house and window fans are not operated. However, attic fans intended to control attic temperature or humidity may be operated. Combustion or furnace makeup air supplies must not be closed.
- ←
- ← -Normal operation of permanently installed energy recovery ventilators (also known as heat recovery ventilators or air-to-air heat exchangers) may continue. In houses where permanent radon mitigation systems have been installed, these systems should be functioning during the measurement period.
- ←
- ← -Air conditioning systems that recycle interior air can be operated during the closed-building conditions.

LIMITATIONS OF TEST:

The client understands that our control of the above test conditions is limited to the actual placement of the test device. Any tampering or manipulation of the test conditions prior to or during the test period are out of our control and may adversely affect the accuracy of the testing. **The fee is due whether or not the occupants comply with test conditions.** Changes in heating and ventilation may raise or lower radon levels. Inclement weather such as storms or high winds can contribute to unreliable test results. Since radon levels can vary greatly from season to season as well as from room to room, this screening measurement only serves to indicate the potential for a radon problem. Changing soil conditions can also affect results from year to year. Be aware that the radon test results can be impacted if high levels of radon are present in the water for instance. Radon can dissolve and build up in water from underground sources. If your water comes from a well, it may contain radon. Radon in the water dissolves and escapes into the air during household water use, especially when it is heated. Radon levels in the air will increase for a short period of time when you use your dishwasher, washing machine, shower and bath. It is recommended to test for radon in your water if your home is served by well water. It is possible to have elevated radon levels in your water even if the radon level in your indoor air is low. The only way to know for sure is to test for radon in both air and water.

The test results are only an average of radon concentrations in the air in the area tested during the period the measurement device was exposed. Health Canada and Moncton Radon Testing and Solutions Inc. suggest regular follow-up measurements be made.

LIMIT OF LIABILITY/CONFIDENTIALITY:

The client agrees that the liability of Moncton Radon Testing and Solutions Inc. and or its agents, employees and inspectors for claims or damages, costs of defense and suit, attorney's fees, or expenses and payment arising out of, or in any way connected with errors or omissions in the radon testing, or in the testing report shall be limited only up to the cost of the measurement testing fee, and the client releases us from any additional liability. The client agrees the measurement testing and measurement testing report, is confidential, and is made for the sole benefit of the client. The report is nontransferable and use or reliance upon the report by anyone other than client is not authorized. Client agrees to indemnify and hold Moncton Radon Testing and Solutions Inc. harmless from any damages, losses or claims brought against technician by third parties to whom client has released the report in contravention of this agreement, including reasonable attorney fees by third parties to whom client has released the report in contravention of this agreement, including reasonable attorney fees.

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 radon measurement test or radon measurement report shall be submitted to final and binding arbitration under the rules of the city in which the tested property is located. The decision of the arbitrator appointed there under shall be final and binding. Judgment on the award may be entered in any court of competent jurisdiction.

ENTIRE AGREEMENT:

This agreement contains the entire agreement between the parties hereto relative to the radon testing, and there are no other representations, warranties or commitments, except as are specifically set forth in this document. This document supersedes any and all representations or discussions, whether oral or written, if any, among the parties relating to the subject matter of this agreement.

Payment is due at the time of measurement testing or before. The measurement findings , written or verbal, will not be released until payment is received, and this agreement signed. The client agrees to pay all legal and time expenses incurred in collecting past due payments.

The client, by signing this agreement, states that they have fully read and understand the contract into which is entered and acknowledges receipt of a copy of this agreement Moncton Radon Testing and Solutions Inc. must receive a signed copy of this agreement from the client before any measurement findings, either verbal or written, can be released to the client.

I HAVE READ, UNDERSTAND AND AGREE TO ALL THE TERMS AND
CONDITIONS OF THIS CONTRACT AND PAY THE FEE LISTED ABOVE.

Dated _____ Signature of client _____
(One signature binds all)

Dated _____ Moncton Radon
Testing and Solutions Inc. _____

Moncton Radon Testing and Solutions Inc.
"Keeping Homes Safe One Test At A Time"