



HomeBuyer's Preferred

Radon Protection Plans

A LANDAUER RADON COMPANY

March 15, 2017

Property Listing Agent
c/o Hiral Makwana
SIRVA RELOCATION
700 Oakmont Lane
Westmont, IL. 60559

RE: Radon Protection Plan File ID # 0184*A*TMCC*326392

1621 Carlson LN
Redondo Beach, CA. 90278

Dear Property Listing Agent:

The HomeBuyer's Preferred (HBP) Radon Protection Plan (the 'plan') is being provided with the sale of the above referenced property by SIRVA RELOCATION

The Plan is a service agreement, which is issued to the buyer of the property at closing. It provides the buyer, at no cost, radon in air testing and, if necessary, radon mitigation.

The Plan provides buyers with the advantage of more conclusive long-term radon testing and security against potential seller interference. Sellers do not have to deal with pre-sale radon testing and mitigation and, of course, there are no radon related delays.

Following is a brief explanation of each of the enclosures. Your assistance is important to assure proper implementation as well as legal protection for you client. Please make sure the buyer of your listing receives the attached information and signs the Addendum to Sale Contract.

Upon signing the Addendum to Sale Contract, the buyer (representative of) must immediately return document to HomeBuyer's Preferred, via email, facsimile, or mail in order for buyer to receive the HBP Radon Plan benefit.

1) Sample Service Agreement

The sample service agreement form provides information about the mechanics of the Plan as well as Plan terms and conditions. Please provide this sample agreement to the buyer at the time of contract.

2) Buyer Acknowledgment and Release Statement

As indicated, the buyer of the property listed above has provided the Plan at no cost. Although virtually all buyers elect to accept the Plan (Option 1), options are also available for pre-sale radon testing at the buyer's expense (Option 2), as well as for a "no test" option (Option 3).

At contract, the buyer is to review the terms and conditions for each option, indicate the selected option, and sign the statement in the space provided. The original copy of the executed statement should be attached to the real estate contract. A copy of the executed HBP statement is to be immediately sent to HomeBuyer's Preferred by the buyer (or representative of).

Presale Test Option (2): If any buyer should select the pre-sale radon test option (2), the radon test must be conducted by a NRPP, NRSB, AND/OR STATE CERTIFIED radon testing contractor, in order for the test results to be accepted. Verify contractor with HBP prior to authorizing test.

3) Homeowner's Association Release Statement

In the event that this property is not a single family detached home, the attached form is given to the buyer. If elevated radon levels are detected, this document must be signed by an HOA representative in order for HBP to proceed with mitigation.



Service Agreement Number

Client Number

File Number

Service Agreement Effective Dates

Service Agreement Holder

Name

Property Address

**RADON PROTECTION PLAN
SERVICE AGREEMENT**

The HomeBuyer's Preferred® Radon Protection Plan is a product of HomeBuyer's Preferred (HBP). HBP is providing to you, the Service Agreement Holder, an alpha track radon testing device and appropriate instructions to conduct a home radon test of the premises at the above stated property address. Should the result of this test indicate an average radon concentration at or above the EPA guideline of 4 pCi/l, HBP will pay for all necessary costs of mitigating the above premises to an average radon concentration below 4pCi/l with such mitigation performed by a NRPP (National Radon Proficiency Program), NRSB (National Radon Safety Board) and/or state listed radon mitigation contractor in accordance with EPA guidelines. Subsequent to the completion of radon mitigation, HBP will provide the Service Agreement Holder an alpha track radon detector to confirm that the radon concentration has been reduced to an average concentration under 4pCi/l. To qualify for mitigation cost payment by HBP, the Service Agreement Holder must deploy the alpha track radon detector provided for the initial radon test for a period of 120 days as indicated in the testing protocol, and return this detector to the laboratory prior to the expiration date of this Agreement. By deploying the radon detector, the Service Agreement Holder accepts the terms and conditions of this Service Agreement. This Service Agreement is applicable only to single family detached homes, unless otherwise agreed to by HBP. The Service Agreement Holder should carefully review how the plan works and terms and conditions of this Service Agreement as indicated on the back of this agreement. Such terms and conditions are an integral part of this agreement.

Acceptance of this Plan indicates the Service Agreement Holder(s) understands that the Surgeon General and the U.S. Environmental Protection Agency have stated that exposure to radon gas may present a potential health hazard. The HomeBuyer's Preferred Radon Protection Plan provides for long-term radon testing and radon mitigation, should radon mitigation be deemed necessary. The Service Agreement Holder(s) failure to return the exposed radon detector by the expiration date of the Agreement will void the Agreement, and should that occur, HBP shall have no further obligation to the Service Agreement Holder resulting from this Service Agreement.

KEEP THIS AGREEMENT WITH YOUR HOME RECORDS.

HomeBuyer's Preferred
a LANDAUER RADON company



900 Oakmont Lane Suite 207 • Westmont, IL 60559
800.325.5506

H-M01RPP-0313

**HOMEBUYER'S PREFERRED RADON PROTECTION PLAN
SERVICE AGREEMENT**

How The Plan Works/Terms and Conditions

1. After the closing of the purchase of the home covered by this Service Agreement, HBP will send to the Service Agreement Holder the HomeBuyer's Preferred Radon Protection Plan home radon test kit, which will include one Radtrak²® alpha track radon gas detector, return mailer, Measurement Commission Instructions and Data Sheet.
2. Upon receipt of the home radon test kit, Service Agreement Holder deploys the alpha track radon detector in accordance with provided instructions. Service Agreement Holder is urged, immediately after detector deployment, to login to www.radonline.com using their Commission Number and password and update all detector information including monitoring start date and location. Entering this information will assure HBP that the detector has been deployed and will provide the deployment date which will be used by HBP as a means to send the Service Agreement Holder a reminder to return the detector at the appropriate time.
3. Detector is deployed for a period of 120 days. The alpha track detector will measure the average radon concentration for the deployment period.
4. If the Service Agreement Holder has entered their monitoring period via www.radonline.com as indicated in #2 above, approximately 110 days subsequent to the deployment date, HBP will send a notification to the Service Agreement Holder to retrieve the detector, update their monitoring End Date on www.radonline.com, and use the postage paid mailer to return their test to lab for analysis.
5. Upon receipt, the detector will be analyzed and the laboratory will notify Service Agreement Holder in approximately two weeks the result of the 120 day radon measurement.
6. If the test result is under the EPA action level of 4pCi/l (4 picocuries of radon per liter of air), a clearance document will be sent to the Service Agreement Holder and no further action will be required and HBP shall have no further obligation to the Service Agreement Holder.
7. If the test result is equal to or above the EPA action level of 4pCi/l, HBP will advise the Service Agreement Holder that radon mitigation is recommended. HBP will arrange for mitigation with a NRPP, NRSB and/or state listed radon mitigation contractor(s), assure that mitigation has been performed, and pay all standard mitigation costs directly to the radon mitigation contractor.
8. Service Agreement Holder may elect to conduct, at any time prior to the Service Agreement Expiration date, an additional 120 day radon test, utilizing any NRPP, NRSB, and/or state listed long term detector at their expense. If the results of this additional test are at or above the EPA action level of 4pCi/l, HBP will arrange for mitigation with a NRPP, NRSB, and/or state listed radon mitigation contractor(s), assure that mitigation has been performed, and pay all standard mitigation costs directly to the radon mitigation contractor.
9. Subsequent to mitigation, HBP will send to the Service Agreement Holder a Radtrak²® alpha track radon gas detector, which will be deployed in the same location as the initial test detector for a period of 120 days to confirm that the average radon concentration has been reduced to below the EPA action level of 4pCi/l. If the result of the post mitigation radon test is 4pCi/l or higher, HBP will arrange for the mitigation contractor to return and take corrective action. HBP will again provide a Radtrak²® alpha track radon gas detector to the Service Agreement Holder for post mitigation testing to confirm that the radon concentration has been reduced to below 4pCi/l. Post mitigation testing must be started and concluded within one year of the completed mitigation.
10. Service Agreement Holders whose property has required radon mitigation are advised to conduct an annual radon mitigation system maintenance inspection to assure the system is in good working order. The cost of this recommended inspection is not covered under this Service Agreement.
11. HBP does not guarantee future home radon levels will be below 4pCi/l. Radon levels in a home may change for many reasons, including, but not limited to, changes in weather conditions, changes in water table or soil conditions, changes in the structure of the home, or changes in heating and air conditioning system operation. It is therefore recommended that the Service Agreement Holder conduct a long term radon test of at least 120 days annually.
12. HBP GUARANTEES ONLY THE ACCURACY OF THE RADON TEST AND DOES NOT GUARANTEE THE HEALTH SAFENESS OF THE EPA ACTION LEVEL OF 4pCi/l. THIS SERVICE AGREEMENT PROVIDES FOR MITIGATION SERVICES FOR THE MEASURED RADON LEVELS AT OR ABOVE 4pCi/l. HBP WILL NOT BE RESPONSIBLE FOR FUTURE MITIGATION TO LOWER RADON LEVELS SHOULD THE EPA REDUCE THEIR RECOMMENDED RADON ACTION LEVEL. HBP MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE STATED ABOVE.
13. HBP'S LIABILITY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, PRODUCT LIABILITY, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID TO HBP FOR THE RADON PROTECTION PLAN IN CONNECTION WITH THE TESTED PREMISES OR TO ANY OTHER PERSON FOR ANY CLAIM OR DAMAGE, INCLUDING PERSONAL INJURY AND DIMINUTION OF PROPERTY VALUE, ARISING, DIRECTLY OR INDIRECTLY, FROM THE FURNISHING OF ITS SERVICES PURSUANT TO THE RADON PROTECTION PLAN. UNDER NO CIRCUMSTANCES SHALL HBP BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES.
14. NO PERSON, FIRM OR REPRESENTATIVE, IS AUTHORIZED TO ASSUME ANY OBLIGATION TO MAKE ANY WARRANTY ON BEHALF OF HBP OTHER THAN AS STATED ABOVE.

**ADDENDUM TO SALE CONTRACT
BUYER ACKNOWLEDGMENT AND
RELEASE STATEMENT**

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Please accept and initial on one of the three options below. Buyer(s) indicate their agreement to the terms and conditions of the selected option as indicated on page 2 of this statement.

A copy of this signed agreement must be sent to HomeBuyer's Preferred in order to receive benefit. Please send by email, facsimile, or mail to: HomeBuyer's Preferred, 900 Oakmont Ln. Suite 207 Westmont, IL 60559. Email: hbp@homebuyerspreferred.com Fax: (331) 814-2214.

OPTION 1 _____ I/We have received, read, understand and accept the HomeBuyer's Preferred Radon Protection Plan Service Agreement (a sample copy of which is attached hereto), which is provided at no cost as a part of the purchase of this Property. Buyer will receive the Service Agreement and a free long-term radon test after closing, and subsequent radon mitigation if necessary, under the terms and conditions on the Service Agreement.

OPTION 2 _____ I/We elect to conduct a radon test prior to sale. Test will be performed by **NRPP, NRSB, and/or state* certified radon testing contractor**. Arrangement and payment for any pre-sale radon test will be the full responsibility of the buyer. HomeBuyer's Preferred is responsible for radon mitigation under the terms and conditions indicated on page 2 of this statement. Buyer will verify contractor with HomeBuyer's Preferred prior to authorizing test.

OPTION 3 _____ I/We do not accept the HomeBuyer's Preferred Radon Protection Plan and also decline to conduct a radon test prior to closing.

Scheduled Closing Date: _____

Buyer Name: _____ Date: _____

Buyer's Signature: _____ 

Buyer Name: _____ Date: _____

Buyer's Signature: _____ 

Property: 1621 Carlson LN
Street Address
Redondo Beach CA 90278
City, State Zip

Seller Acknowledgement _____ (Relocation Company or Corporate Seller)

Instructions: Upon obtaining the Buyers' signature(s) on this Acknowledgment and Release Statement, please attach the original copy of this executed statement to the real estate contract, and send one copy of this statement immediately to HomeBuyer's Preferred.



BUYER ACKNOWLEDGMENT AND RELEASE TERMS AND CONDITIONS



OPTION 1 BUYER ACCEPTS THE HOMEBUYER'S PREFERRED RADON PROTECTION PLAN

The Buyer understands that radon gas is a naturally occurring radioactive substance present in virtually all homes in varying concentrations; and that according to many governmental agencies, including United States Environmental Protection Agency (U.S. EPA), exposure to indoor radon may be a health hazard, depending upon the concentration and exposure period of individuals.

The Buyer has received, read, understood and accepted the HomeBuyer's Preferred Radon Protection Plan Service Agreement ("Plan"). The Plan is a product of HomeBuyer's Preferred, (HBP), and is provided at no cost to the Buyer as a part of the purchase of the Property. The Plan provides for long-term radon testing and, if necessary, mitigation. The Buyer understands and agrees that HBP will mail the Plan, a test kit and instructions after closing (settlement), and that radon testing and any necessary mitigation will occur after the sale is completed. Buyer has the length of the service agreement (one year) to complete the 120 day, long-term radon test.

The Buyer understands and agrees that HBP is solely responsible to provide the Plan radon testing service, and to arrange and pay for any necessary radon mitigation, as these are explained and defined in the written Service Agreement.

In consideration of receipt of the Plan, and for other consideration, Buyer agrees to the terms and conditions of the Plan and further agrees to hold harmless all parties to this Agreement, including but not limited to Seller and their agents and representatives, except HBP, from any and all claims, actions or expenses arising out of the existence, testing, or remediation of indoor radon in the Property.

OPTION 2 BUYER ELECTS TO CONDUCT A RADON TEST PRIOR TO CLOSING

Arrangement and payment for any pre-sale radon test will be the full responsibility of the Buyer.

Radon mitigation coverage will be based upon submission to HBP of a radon gas test report indicating an average radon measurement the result of which is 4pCi/l or greater. The radon test must be conducted by a NRPP (National Radon Proficiency Program), NRSB (National Radon Safety Board), and/or state certified radon testing contractor, utilizing a NRPP, NRSB, and/or state listed radon testing device. NRPP, NRSB, and/or state radon testing protocols must be followed.

*If state has regulatory certification requirement for radon contractors, testing contractor must possess a current state certification, else NRPP and/or NRSB certification is required in locations where no state radon certification requirement exists.

Based upon a radon test result of 4pCi/l or greater, and the adherence to the above stated terms and conditions, HBP will arrange for mitigation with a professional radon mitigation contractor, assure that mitigation has been performed, and pay all standard mitigation costs directly to the radon mitigation contractor. Radon test reports must be submitted to HBP at least four weeks prior to the close date to assure that mitigation is scheduled prior to closing, else mitigation may be scheduled after close.

Any post mitigation short-term radon test, as with the pre-mitigation test, will be the responsibility of the Buyer. Because of the uncertainty inherent in short-term radon tests, HBP cannot guarantee that the post-mitigation radon level has been reduced to under 4pCi/l, based upon a post-mitigation short-term test. Subsequent to closing, HBP will provide the Buyer with the Plan's long-term alpha track radon test to assure that the post-mitigation radon level has been reduced to under 4pCi/l. If the result of the post-mitigation long-term test is 4pCi/l or higher, HBP will arrange for the mitigation contractor to return and take corrective action. HBP will again provide for post-mitigation testing until it is confirmed that the radon concentration has been reduced to below 4pCi/l.

Buyer understands that he/she/they are responsible for any pre-sale and post mitigation short term radon test and that HBP is responsible for radon mitigation under the terms and conditions described above.

Buyer agrees therefore, to hold harmless all parties to this agreement including but not limited to Seller and their agents and representatives from any and all claims, actions, or expenses arising out of the existence of indoor radon in the Property.

OPTION 3 BUYER REJECTS THE PLAN AND DECLINES TO CONDUCT A RADON TEST PRIOR TO SALE

The Buyer understands that radon gas is a naturally occurring radioactive substance present in virtually all homes in varying concentrations; and that according to many governmental agencies, including United States Environmental Protection Agency (U.S. EPA), exposure to indoor radon may be a health hazard, depending upon the concentration and exposure period of individuals.

The Seller has offered to the Buyer, at no cost, the HomeBuyer's Preferred Radon Protection Plan, which provides for long-term testing and, if necessary, radon mitigation after the completed sale as described in Option 1 above. The Seller has offered to the Buyer, radon mitigation coverage under the terms and conditions as described in Option 2 above.

The Buyer rejects these offers from the Seller and agrees to hold harmless all parties to this agreement, including but not limited to Seller and their agents and representatives from any and all claims, actions, or expenses arising out of the existence of indoor radon in the Property

