

RADON ADDENDUM



PURCHASER: _____

SELLER: Acrow Home LLC

SUBDIVISION: _____ PLAN: _____

LOT: _____ ADDRESS: _____

This Radon Addendum is attached to and made part of the Purchase Agreement ("Agreement") in connection with the above-described property ("Property"). Purchaser acknowledges and agrees as follows:

1. Seller does not test the Property for the presence of Radon Gas.
2. If Purchaser causes such test to be performed and the test results show radon concentrations which exceed four (4) picocuries per liter, Seller shall, subject to the following terms and conditions, reimburse Purchaser up to Five Hundred Dollars (\$500.00) towards the mitigation costs actually paid by Purchaser. If Purchaser's repair expenses exceed this amount, the reimbursed amount may be increased at the Seller's sole discretion. These terms must be followed:
 - (i) The service provider who performs a radon test on the Property must be certified by the National Radon Measurement Proficiency Program and must hold the appropriate certificate for the type of home they are inspecting (*i.e.*, residential or multifamily). Documentation of such certification must accompany the test results.
 - (ii) The written request for reimbursement, test results (preliminary tests and final mitigated test results), documentation of certified testing agency, and qualified (paid) invoices must be received by Seller or its designated representative within sixty (60) days following the closing date. If received after such sixty (60) days, Purchaser will not be entitled to any reimbursement.
3. Other than Seller's limited reimbursement obligation expressly set forth herein, Purchaser for himself and his invitees, successors and assigns hereby agrees to assume the risks and releases Seller and its members, managers, officers, employees, affiliates, agents, successors and assigns from any and all costs, expenses, damages, liabilities and claims arising from or related to the existence of radon gas on, in, under, or about the Property and/or the residence constructed or to be constructed thereon. Such risks include, without limitation, injury, or damage to person and/or property arising out of, or resulting from environmental, health and safety hazards associated with such radon gas.

BY SIGNING BELOW, PURCHASER AFFIRMS THAT PURCHASER (AND IF THERE IS MORE THAN ONE PURCHASER, EACH PURCHASER) HAS READ, UNDERSTANDS, ACKNOWLEDGES AND AGREES TO EACH RISK ASSUMPTION AND RELEASE CONTAINED HEREIN.

Purchaser's Signature: _____ Date: _____

Purchaser's Signature: _____ Date: _____

Seller: Acrow Home LLC

Seller's Signature: _____ Date: _____

Title: Authorized Signer