



RADON ASSURANCE PROGRAM

TERMS & CONDITIONS

1. This ReloOlogy Radon Assurance Program™ (RAP) is effective on the above -listed property address (Property) on the date of closing and the property has been successfully transferred and/or sold to a new home buyer. This ReloOlogy Radon Assurance Program™ (RAP) shall expire in one year (365 days) from the closing date of such sale. No request for a radon test kit or mitigation services provided under this RAP shall be granted beyond the expiration date.
2. ReloOlogy issued this RAP and will arrange and pay for up to \$5,000 to mitigate airborne radon levels in areas of the home suitable for occupancy and caused by sources of radon in the soil under the home to levels below the United States Environmental Protection Agency (EPA) recommended action level of 4.0 picoCuries per Liter of air (4.0 pCi/L) when testing for radon has been performed in accordance with EPA measurement protocols set forth in the EPA's A Citizen's Guide To Radon, Second Edition or Home Buyer's and Seller's Guide to Radon. The measurement of radon must be obtained using an industry-approved (NEHA AARST-NRPP | NRSB) or state-certified radon test device, analyzed by a qualified laboratory.
3. Upon Homebuyer request, ReloOlogy will provide one radon test kit. According to the EPA, a long-term test is the best way to determine exposure to radon during different seasons and under normal living conditions inside a home. The kit will include a single test device, instructions for conducting the test (minimum 91-day test period), and prepaid label to return the test device directly to an independent lab for analysis following deployment. The EPA measurement protocols set forth in the EPA's A Citizen's Guide To Radon, Second Edition or Home Buyer's independent lab will provide the test results to the Homebuyer. The new homebuyer is responsible for providing ReloOlogy with qualified test results prior to the RAP expiration date.
4. In the event the test average in an area of the home suitable for occupancy equals or exceeds 4.0 pCi/L, ReloOlogy shall, at its expense up to \$5,000, administer the performance of mitigation services to lower the indoor airborne radon levels below 4.0 pCi/L. Mitigation procedures shall commence within 30 days and be completed within 90 days of the Homebuyer providing ReloOlogy with test results confirming elevated radon levels and access to the Property. ReloOlogy and/or its independent radon mitigation contractor(s) will make such modifications to the Property as shall be reasonable and necessary to reduce the indoor airborne radon levels. The mitigation procedures employed by ReloOlogy shall be determined in accordance with current EPA Mitigation Standards or applicable state standards and industry best practices and shall not entail customized preferences that may be cosmetic or aesthetic in nature and not necessary to reduce indoor airborne radon levels, and may or may not require the installation of a basic industry-standard radon reduction system.
5. It is the responsibility of the Homebuyer to perform a radon test under this RAP if the Homebuyer wants to determine radon levels in the home and to make a request for mitigation services in the event the test average in an area of the home suitable for occupancy equals or exceeds 4.0 pCi/L. The Homebuyer shall also be responsible for obtaining any approvals that may be required by a homeowner's association to install a radon reduction system. ReloOlogy shall be under no obligation to administer mitigation services if it has not been: (i) timely provided a copy of test results evidencing radon levels equal to or exceeding 4.0 pCi/L; (ii) furnished evidence of compliance with the conditions set forth in this RAP, and (iii) given the opportunity to test and/or perform mitigation services.
6. It is expressly agreed that the obligations of ReloOlogy under this RAP are solely to provide, upon Homeowner request, one long-term radon test kit and to perform mitigation services, at a cost not to exceed \$5,000, in the event indoor airborne radon levels equal or exceed 4.0 pCi/L in an area of the home suitable for occupancy. Mitigation cost(s) exceeding \$5,000 are not ReloOlogy's responsibility. ReloOlogy makes NO OTHER WARRANTY OR REPRESENTATIONS, EXPRESSED OR IMPLIED, including, but not limited to, health risks associated with indoor airborne radon levels at the Property or the level of safety associated with EPA's recommended action level of 4.0 pCi/L. ReloOlogy shall not be responsible for any injury or damages to person or property of any nature sustained by a RAP Holder or Homebuyer or any other person who may occupy the Property.



7. This RAP does not apply when the following exists: a) Where previously installed radon mitigation equipment has been turned off, disconnected, altered, or damaged, or needs repair/replacement or service, or where modification of the Property renders the mitigation system ineffective. b) Failure of the Property owner to properly maintain a mitigation system installed under this RAP. c) Elevated indoor airborne radon gas levels are caused by household water sources and building materials such as, but not limited to, granite counter tops, tile floors or other related finishing materials. d) The property has tested high for radon prior to the enrollment date of this RAP. e) The average annual airborne radon gas level outside the home equals or exceeds 4.0 pCi/L.

8. The current RAP Holder or Homebuyer may contact ReloOlogy prior to expiration of this RAP to purchase a renewal RAP at the then current price, terms, and conditions, all of which may be materially different from this RAP.

ACKNOWLEDGMENT: I/We, the buyer and successor owner of the Property from a Service Agreement Holder, have received, read, understand, and accept the Terms and Conditions of this RAP provided to me/us as a part of the purchase of the Property.

Homebuyer(s) Signature: _____ Date: _____