



RADON CONTINGENCY ADDENDUM

This addendum is made and entered into this _____ day of _____ 20 ____ ,

Purchasers: _____

Sellers: _____

Property: _____

Now, therefore, it is mutually agreed that the following provisions be added:

Purchaser, at his/her expense, will have the property inspected for the presence of Radon by an Environmental Protection Agency listing testing firm using as a minimum the Charcoal Canister testing method of the Continuous Working Monitor. The inspection shall be completed and the Seller notified of the results within:

_____ Calendar days of a fully executed contract.

_____ Calendar days prior to closing date.

Seller must be given 2 days notice prior to testing.

If Radon is found to be present at any and all levels which exceed 4 pci/L (picocuries per litre), the action level established by the Environmental Protection Agency, the Seller must correct the condition and furnish the Purchaser with a certification demonstrating that the condition has been remedied before the date of settlement. If Seller refuses to remedy the condition, the Purchaser may, at his/her option, terminate the Sales Contract or waive this contingency by providing written notice to the Seller within five (5) calendar days of Sellers' refusal. In the event that the Sales Contract is terminated, ALL PARTIES AGREE TO EXECUTE AN APPROPRIATE RELEASE OF THIS SALES CONTRACT RETURNING ALL EARNEST MONIES TO THE PURCHASER.

The Purchaser may remove this contingency without cause within 7 days of being notified of Radon levels in excess of 4 pci/L.

All other items and conditions of this contract remain in full force and effect.

Purchaser

Purchaser

Seller

Seller