

RADON INSPECTION ADDENDUM

Addendum to Real Estate Purchase Contract

(For the Exclusive Use of Realtor® Members of the Central Illinois Board of Realtors®)

To Be Completed ONLY If Buyer Chooses To WAIVE Buyer Radon Inspections Within This Addendum

On _____ (today's date), _____ (Buyer) acknowledges that the Buyer's Agent representing Buyer with regards to the Real Estate Purchase Contract at _____ (property address), to which Contract this Addendum is attached, has provided to Buyer this Radon Inspection Addendum. Buyer acknowledges that Buyer has reviewed this form and has elected to WAIVE the Inspection(s) referenced in this Addendum. **BUYER, THEREFORE SHALL BE DEEMED TO HAVE ACCEPTED THE REAL ESTATE REGARDLESS OF THE RADON LEVELS UNLESS STIPULATED OTHERWISE IN THE REAL ESTATE PURCHASE CONTRACT.**

Buyer

Date

Buyer

Date

This Addendum is attached to and made part of the Real Estate Purchase Contract for the property at

PROPERTY: _____

The parties further agree as follows:

1. Buyer shall retain the right to have an indoor radon measurement test completed on the Real Estate, at Buyer's expense, by a radon measurement professional licensed by the State of Illinois, for the purpose of determining the level of radon in the Real Estate, within _____ business days* following the acceptance date of the Contract.
2. The radon measurement professional may conduct said measurement test only by using radon testing or screening devices generally accepted by the Environmental Protection Agency and Illinois Emergency Management Agency (IEMA). Seller agrees to comply with all of the closed building condition requirements established by the Illinois Emergency Management Agency (IEMA) in the most recent version of published Radon Testing Guidelines for Real Estate Transactions.
In the event that the radon measurement professional must return to conduct a measurement test, due to Seller's failure to comply with any aspect of the closed building condition requirements, Seller shall be responsible for all usual and customary fees associated with the return visit, which will be assessed on the settlement statement.
3. Buyer shall serve written notice of the results of the radon measurement test, hereinafter referred to as the "radon inspection report," to the Seller within five (5) business days* following the onsite completion date of the test.
IN THE EVENT BUYER DOES NOT SERVE SUCH WRITTEN NOTICE ON SELLER WITHIN THE TIME FRAME SPECIFIED IN THE ABOVE PARAGRAPH, THIS CONTINGENCY SHALL BE DEEMED TO HAVE BEEN WAIVED BY BUYER. IN SUCH INSTANCE, BUYER SHALL BE DEEMED TO HAVE ACCEPTED THE REAL ESTATE REGARDLESS OF THE CONDITION.
4. If the radon level of the Real Estate is less than 4.0 picocuries per liter, as determined by Buyer's radon measurement test results, then this contingency shall be deemed to be satisfied.
5. If the radon level of the Real Estate is 4.0 picocuries per liter or greater, Seller shall notify Buyer in writing within five (5) business days* of Seller's receipt of Buyer's radon inspection report, that Seller has: (a) hired a Radon Mitigation Contractor to install a radon mitigation system in the home; (b) come to an agreement with the Buyer on a credit in lieu of mitigation or, (c) elected not to mitigate the elevated radon level.
6. The Radon Mitigation Contractor hired by Seller pursuant to paragraph 5(a) must be licensed and approved by the State of Illinois; guarantee that they will be able to lower the radon levels below 4.0 picocuries per liter for a minimum of one year; and provide a complete copy of the Radon Contractor's guarantee and description of the specific radon mitigation system being installed in the home to the Buyer prior to closing and/or once the work is performed.
7. Upon completion of mitigation system pursuant to paragraph 5(a), Seller, at Seller's expense, shall have the Real Estate retested and provide evidence of acceptable levels to Buyer.

8. Should Seller elect not to mitigate, Seller shall notify Buyer in writing of such election within five (5) business days* of Seller's receipt of Buyer's radon inspection report (at which point, Seller is highly recommended to update the required radon disclosure reflecting known elevated radon levels). In the absence of written response by the Seller within the time specified in this paragraph, Seller shall be obligated to install a radon mitigation system and the Contract shall remain in full force and effect.

9. Seller's decision not to mitigate does not constitute a breach of the Contract. Upon receipt of Seller's response not to mitigate, Buyer, at Buyer's option, shall within three (3) business days* provide written notice to Seller of Buyer's election to declare the Contract null and void and all earnest money shall be distributed as set forth in Paragraph 10 of the Contract.

IN THE EVENT BUYER DOES NOT NOTIFY SELLER OF BUYER'S ELECTION TO DECLARE THE CONTRACT NULL AND VOID WITHIN THE TIME FRAME SPECIFIED IN ABOVE PARAGRAPH, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT WITHOUT THE CONTINGENCY AND BUYER SHALL BE DEEMED TO HAVE ACCEPTED THE REAL ESTATE REGARDLESS OF THE RADON MEASUREMENT.

10. Buyer understands and acknowledges that if Seller completes the mitigation requested by Buyer pursuant to this Addendum and/or if Seller agrees to credit Buyer at closing the mutually agreed cost of said mitigation, the Contract shall remain in full force and effect, and Buyer or Seller shall have no right to terminate the Contract pursuant to the Addendum.

**Business days is every day excluding Saturdays, Sundays and federal holidays.*

So agreed and accepted:

Buyer Printed Name

Seller Printed Name

Buyer Signature

Date

Seller Signature

Date

Buyer Printed Name

Seller Printed Name

Buyer Signature

Date

Seller Signature

Date