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SUPPLEMENTAL AGREEMENT REGARDING RADON CANISTERS

(hereinafter "ADDITIONAL RADON AGREEMENT")

On _____ the firm of HEIMER ENGINEERING, P.C. (hereinafter "ENGINEER") contracted to pre-purchase inspect at:
(DATE)

_____ (hereinafter mutually identified as "DWELLING")

for ENGINEER'S client: _____ (hereinafter "CLIENT")

Prior to performing the pre-purchase inspection of DWELLING, CLIENT signed a "Contract for Pre-Purchase Inspection of a Dwelling" (hereinafter CONTRACT). CLIENT understands that said inspection does not include a radon gas screening. However, CLIENT desires that radon screening canisters (hereinafter "CANISTERS") be provided to CLIENT, so CLIENT can place CANISTERS in DWELLING for subsequent analysis by a laboratory.

A additional cost of \$ _____ (hereinafter "COST") is authorized to be charged for CANISTERS provided herein as specified below.

Regarding CANISTERS, it is mutually understood and agreed that:

1. This ADDITIONAL RADON AGREEMENT does not in any way affect CONTRACT between CLIENT and ENGINEER for the pre-purchase inspection (hereinafter "CONTRACT") except as related to CANISTERS.
2. CANISTERS are provided strictly at the request of CLIENT. CLIENT, with no advice from ENGINEER, determined that CANISTERS are necessary, and suitable for the CLIENT'S needs. ENGINEER makes no representation whatsoever that CANISTERS are accurate, necessary, or suitable for CLIENT'S needs.
3. ENGINEER is providing no interpretation of the results, other than quoting material available to the general public and/or referring CLIENT to such material. ENGINEER makes no representation that such material is accurate or applicable to CLIENT'S needs. If CLIENT relies on analysis of measurements made using CANISTERS, it is completely at CLIENT'S risk. ENGINEER arranged for CANISTERS only for the convenience of CLIENT. ENGINEER makes no representation that CANISTERS are suitable for CLIENT'S needs, necessary, or accurate.
4. CLIENT agrees that no extra professional fees were paid for CANISTERS. The COST represents only ENGINEER'S additional cost, including (but not limited to) postage, handling, and travel (if required) of providing CANISTERS to CLIENT. Assistance ENGINEER gives CLIENT regarding placement of CANISTERS is limited to helping CLIENT interpret instructions, and fill out forms provided with CANISTER. This assistance is not considered professional services.
5. CLIENT is responsible for making all arrangements to pick up the CANISTERS, including all costs involved. ENGINEER has no obligation whatsoever to pick up CANISTERS or to make arrangements to pick up CANISTERS. CLIENT further understands that pickup of CANISTERS includes gaining access to DWELLING, sealing CANISTERS, entering time and date of CANISTER pickup on accompanying data sheet, and mailing CANISTERS. If CLIENT desires ENGINEER to pick up CANISTERS, CLIENT agrees to pay ENGINEER the fee of \$750, payable at the time the CANISTERS are placed. The high cost is necessitated by the special requirements of scheduling a HEIMER employee to pickup CANISTERS. If CLIENT wishes to make arrangements for any third party to pickup CANISTERS, fill out the data sheet, and mail CANISTERS, CLIENT may do so at CLIENT'S sole risk and expense.
6. COST is non-refundable except to the extent provided in 9 below.
7. In the event that CLIENT is unable to pick up CANISTERS because of any reason that is within the control of any individual entity, or agent thereof involved in the sale of DWELLING (including, but not limited to, the CLIENT, the CLIENT'S attorney, any real estate broker, the seller of DWELLING, the seller's attorney, any seller's agent, any mortgage agent, any appraiser, or anyone else that is not directly employed or retained by ENGINEER), then CLIENT is not entitled to a refund of the COST or any part thereof.
8. In the event that CLIENT decides not to purchase the DWELLING, or that CANISTERS do not fulfill CLIENT'S needs, the CANISTERS are improperly picked up, the CANISTERS are improperly labeled, or the CANISTERS cannot be analyzed for any reason, then CLIENT is not entitled to any refund of the COST or any part thereof.
9. In the event that ENGINEER or any agent of ENGINEER provides defective CANISTERS fail to perform CANISTERS properly for reasons within control of the ENGINEER, the CANISTERS manufacturer, or the laboratory analyzing the CANISTERS. (for any reasons, including negligence, perceived or actual errors, omissions, oral representations, breach of contract (implied, oral or otherwise), malpractice, or delay then the CLIENT'S sole recourse is a refund of only the COST paid for CANISTERS. In no event is the CLIENT entitled to a refund of anything greater than the COST paid for CANISTERS. In no event, is ENGINEER obligated to return to the site to provide CANISTERS again. If CLIENT desires ENGINEER to return to the DWELLING, and ENGINEER agrees to return to the DWELLING, then CLIENT agrees to an additional fee of \$750, plus the cost of CANISTERS, payable in advance by cash or credit card, plus additional time at ENGINEER'S current hourly rate, if necessary. Any supplemental CANISTERS that are placed are provided per this ADDITIONAL RADON AGREEMENT.
10. ENGINEER may, at ENGINEER's sole option, decide not to provide CANISTERS. If ENGINEER decides not to provide CANISTERS, CLIENT will not pay COST, ENGINEER has no further obligations to CLIENT regarding the CANISTERS, and CLIENT has no further recourse against ENGINEER.
11. Except as may be modified, by Heimer Engineering, P.C. ADDITIONAL RADON AGREEMENT, all CANISTERS are subject to all of the terms of CONTRACT.
12. Payment of COST is subject to the payment terms in CONTRACT.
13. This ADDITIONAL RADON AGREEMENT serves as an amendment to CONTRACT and should be attached thereto.
14. If any provisions of this ADDITIONAL RADON AGREEMENT or CONTRACT shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
15. This ADDITIONAL RADON AGREEMENT can only be modified by a written consent agreement duly signed by persons authorized to sign it.

Client's Initials:

X _____

X _____
SIGNED AS CLIENT OR AS AGENT FOR CLIENT

Date

ENGINEER

Date