

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1143 Session of
1995

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MARCH 13, 1995

REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, MARCH 13, 1995

AN ACT

1 Requiring that radon disclosure statements be attached to
2 agreements of sale for residential real property.

3 The General Assembly of the Commonwealth of Pennsylvania
4 hereby enacts as follows:

5 Section 1. Short title.

6 This act shall be known and may be cited as the Radon
7 Notification Act.

8 Section 2. Requirement.

9 An agreement of sale for residential real property shall have
10 attached to it an addendum disclosing the existence of any radon
11 known to the seller and the results of each radon test which has
12 been performed on the property, if any.

13 Section 3. Contents of disclosure.

14 The disclosure statement shall contain the following:

15 (1) Identification of the property by address or
16 description.

17 (2) The seller's name.

- 1 (3) The buyer's name.
- 2 (4) The date of the agreement of sale.
- 3 (5) The date of settlement.
- 4 (6) The sale price.
- 5 (7) The seller's statement indicating whether:
- 6 (i) The seller has knowledge of the presence or
- 7 absence of radon.
- 8 (ii) The seller has knowledge that radon testing was
- 9 performed. If so, the seller shall disclose testing
- 10 dates, methods used and results.
- 11 (iii) The seller has knowledge that the property
- 12 underwent radon reduction measures. If so, the seller
- 13 shall disclose the dates and measures used.
- 14 (8) The buyer's statement selecting one of the following
- 15 options:
- 16 (i) The buyer acknowledges the buyer's right to have
- 17 the property inspected for radon existence prior to
- 18 settlement and waives this right.
- 19 (ii) The buyer acknowledges the right and elects, at
- 20 the buyer's expense, to have the property tested for
- 21 radon existence by a date set forth on the statement. The
- 22 acknowledgment shall establish that if the buyer fails to
- 23 obtain the test by the stated date, the buyer waives the
- 24 right to test. It shall also establish that if the test
- 25 results indicate the presence of radon at or below 0.02
- 26 working levels, or at four picocuries per liter of tested
- 27 air, the buyer shall be deemed to have accepted the
- 28 property and released the seller and the seller's agent
- 29 from liability as set forth in section 6. It shall also
- 30 establish that if the test results indicate the presence

1 of radon at a level exceeding 0.02 working levels, or at
2 four picocuries per liter of tested air, the buyer is not
3 required to accept the property and the seller may submit
4 a corrective proposal to the released buyer.

5 Section 4. Additional requirements.

6 (a) Provisions.--In addition to other provisions set forth
7 in this act, the following shall be required:

8 (1) Copies of all radon tests performed on the property
9 shall be delivered to the buyer at the time the disclosure
10 statement is delivered.

11 (2) The seller shall not be deemed to have warranted
12 either the methods or results of the tests unless the seller
13 does so explicitly.

14 (3) Within five days of receiving a corrective proposal
15 from the seller, the buyer shall either accept the new
16 proposal or declare the agreement of sale null and void. If
17 the buyer declares the agreement to be null and void, the
18 seller shall return all moneys paid by the buyer in order to
19 make the buyer whole.

20 (4) If the seller does not submit a corrective proposal
21 to the buyer, the buyer shall, within an agreed-to time
22 period, either accept the property as is or declare the
23 agreement of sale to be null and void. If the buyer declares
24 the agreement to be null and void, the seller shall return
25 all moneys paid by the buyer in order to make the buyer
26 whole.

27 (5) If the buyer fails to exercise his options within an
28 agreed-to time period, he is deemed to have accepted the
29 original proposal and to release the seller and the seller's
30 agent from liability as set forth in section 6.

1 (b) Publication.--These additional requirements shall be set
2 forth in writing on the disclosure statement.

3 Section 5. Signatures.

4 Each seller and buyer of the residential real estate shall
5 sign the disclosure statement. The selling agent shall also sign
6 it.

7 Section 6. Release.

8 A release from liability shall be set forth on the disclosure
9 statement as an option of the buyer by discretion or operation
10 of law. The release shall be stated as follows:

11 The buyer hereby releases, quitclaims and forever
12 discharges seller, seller's agent, subagents, employees
13 and any officer or partner or any one of them and any
14 other person, firm or corporation who may be liable by or
15 through them, from any and all claims, losses or demands,
16 including personal injuries, and all of the consequences
17 thereof, where now known or not, which may arise from the
18 presence of radon in any building on the property.

19 Section 7. Effective date.

20 This act shall take effect in 90 days.