

---

# Integrating Radon Testing into Nevada Real Estate Transactions: A Success Story

Presented by: Chris Kelly  
Senior Program Coordinator  
University of Nevada, Reno



---

# Introduction



# The Challenge



No regulatory support in Nevada



Limited awareness in realtors

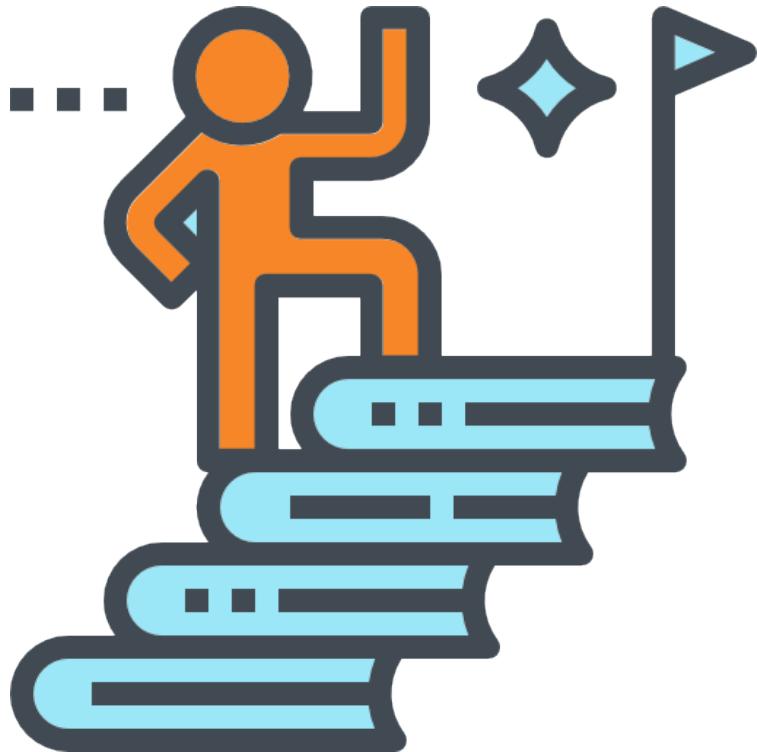


Voluntary testing and seller hesitation



Missed opportunities in home sales





## Simple Steps

### PROCESS FOR GETTING RADON TESTING ADDED TO NEVADA REAL ESTATE FORMS

-  IDENTIFY THE NEED
-  RESEARCH & GATHER DATA
-  BUILD PARTNERSHIPS
-  ENGAGE WITH REAL ESTATE DIVISION
-  DRAFT PROPOSED FORM LANGUAGE
-  EDUCATE & ADVOCATE
-  SUBMIT FORMAL PROPOSAL
-  FOLLOW UP & COLLABORATE
-  PROMOTE THE CHANGE

Caroline Sarda

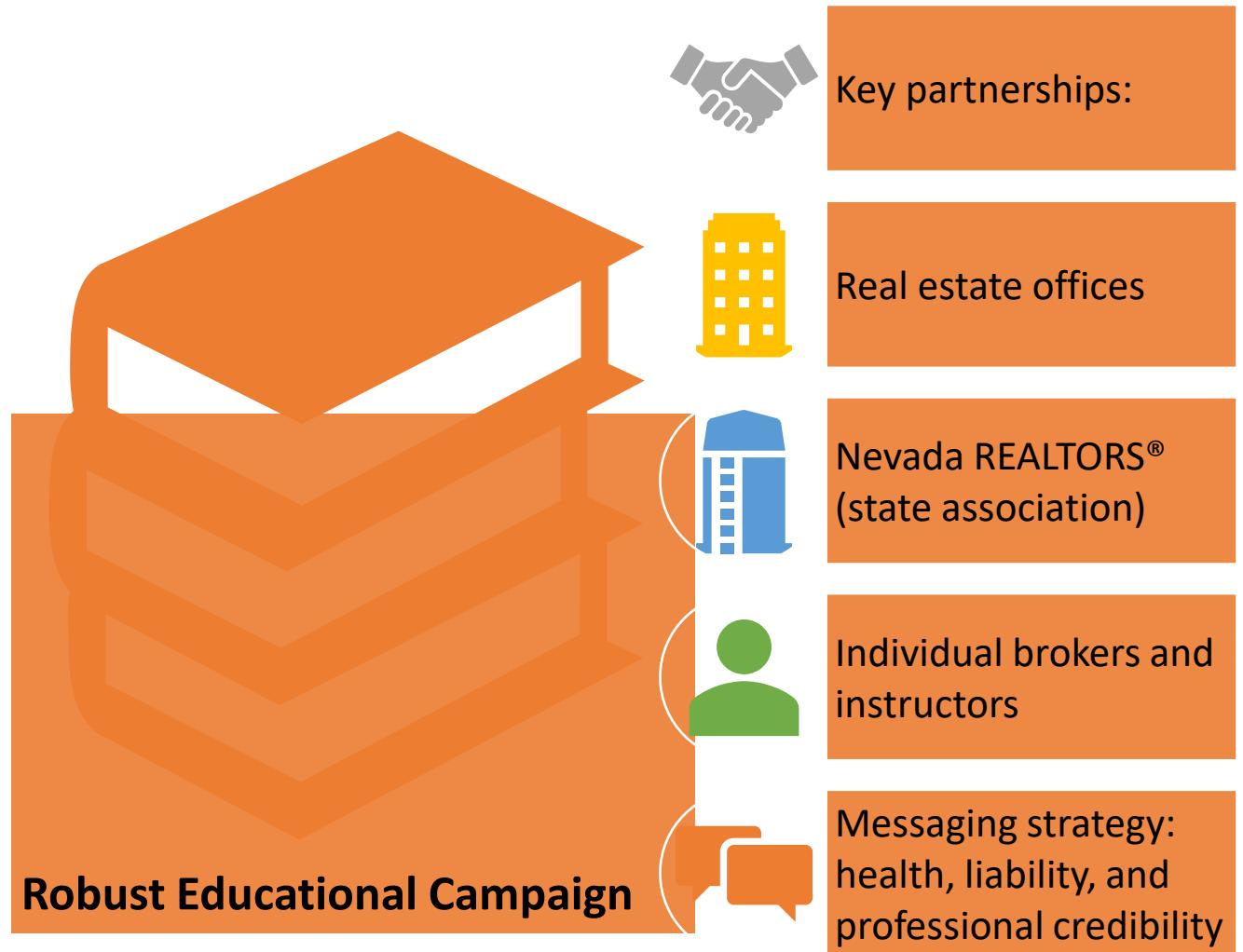
Real Estate Agent, Garnerville, NV - RE/MAX



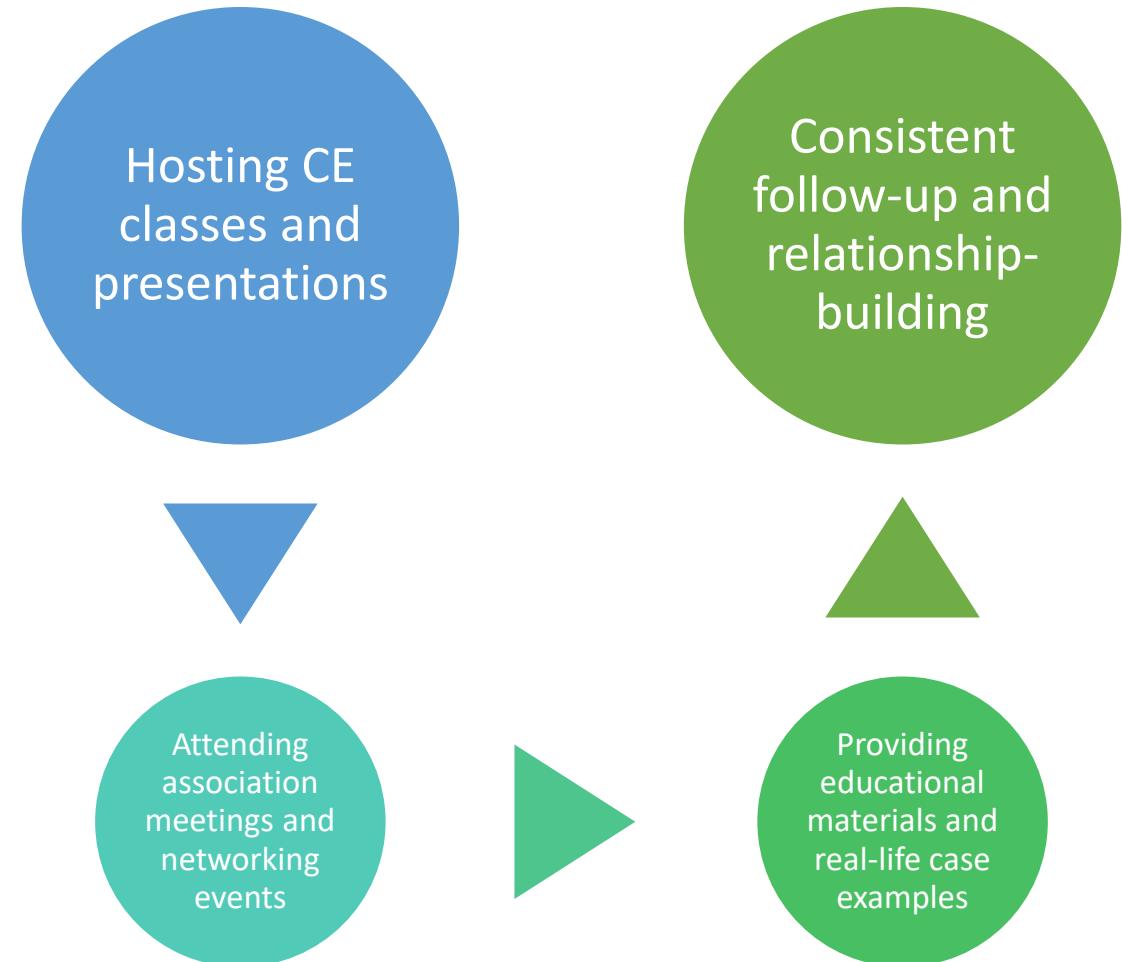
"I learned more about radon in Chris Kelly's one hour radon education class than I've learned in six years. I am immediately changing the way I approach the importance of radon testing during Real Estate transactions."



# Building the Foundation



# Making It Happen



# Hands-On Education: 3-hour CE Class for Realtors



## The Buy In



## The Win

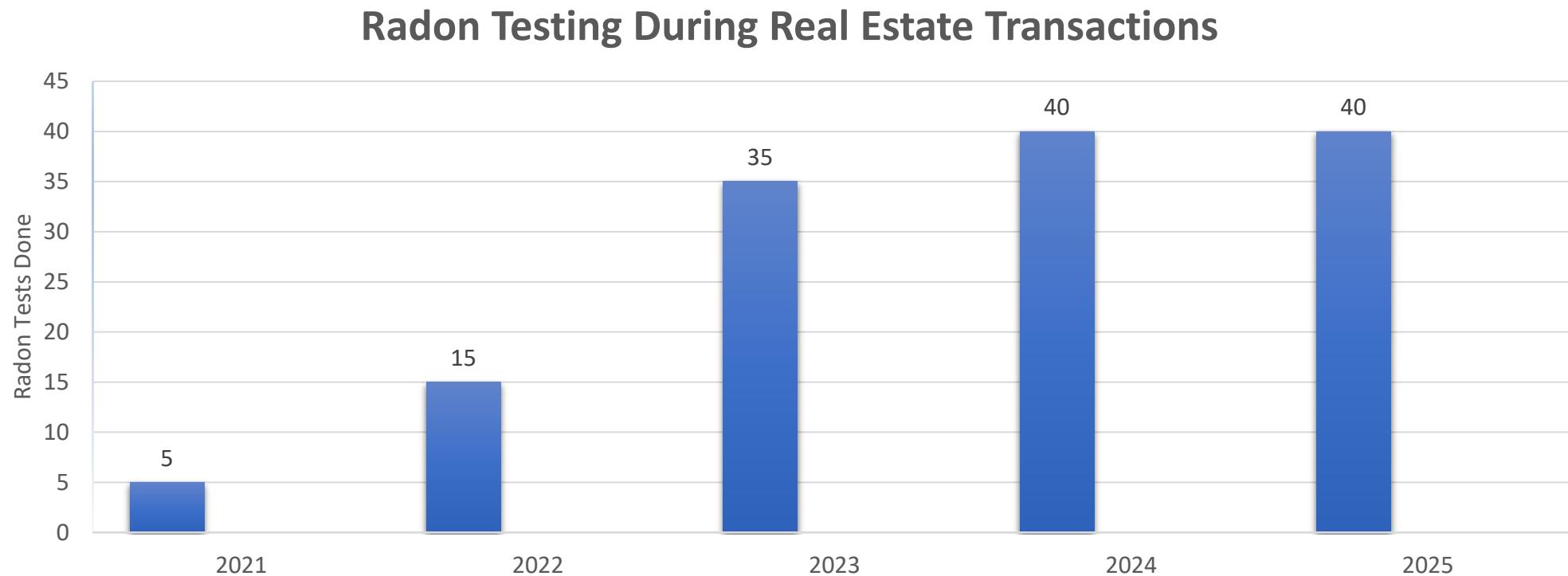
- ✓ Radon test checkbox added to the real estate purchase agreement
- ✓ Placement near the inspection section
- ✓ Increased visibility for radon testing
- ✓ Voluntary option with significant awareness impact



# Residential Purchase Agreement Form

	<b>RESIDENTIAL PURCHASE AGREEMENT</b>																																																																	
(Joint Escrow Instructions)																																																																		
1	Date: _____																																																																	
2	("Buyer", hereby offers to purchase																																																																	
3	("Property").																																																																	
4	within the city or unincorporated area of _____ County of _____																																																																	
5	State of Nevada, Zip _____ APN # _____ for the purchase price of																																																																	
6	\$ _____ (_____ dollars) ("Purchase Price")																																																																	
7	on the terms and conditions contained herein: <b>BUYER</b> <input checked="" type="checkbox"/> -OR- <input type="checkbox"/> does not intend to occupy the Property as a residence.																																																																	
8	<b>Buyer's Offer</b>																																																																	
<b>D. INSPECTIONS:</b> Acceptance of this offer is subject to the following reserved right. Buyer may have the property inspected and select the licensed contractor, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on and left on to the property within two (2) business days of the date of Acceptance of this Agreement, to remain until close of escrow ("COE"). It is strongly recommended that the inspection be performed by a professional who can conduct inspections. If any inspection is not completed and requests for repair are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repair expenses which would have been incurred had it been completed. No inspection fees will be paid by Buyer. The foregoing expenses for inspection will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice. (Identify which party shall pay for the inspection noted below either: SELLER, BUYER, BUYER/50%, WAIVED OR N.A.)																																																																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Type</th> <th>Paid By:</th> <th>Type</th> <th>Paid By:</th> <th>Type</th> <th>Paid By:</th> </tr> </thead> <tbody> <tr> <td>Home Inspection</td> <td>Buyer</td> <td>Termite Inspection</td> <td>Seller</td> <td>Soil Inspection</td> <td>Seller</td> </tr> <tr> <td>Pool/Spa Inspection</td> <td>Buyer</td> <td>Pest Inspection</td> <td>Seller</td> <td>Survey (type):</td> <td>Seller</td> </tr> <tr> <td>Electrical Inspection</td> <td>Buyer</td> <td>Septic Tank Removal</td> <td>Seller</td> <td>Land Survey (if required)</td> <td>Seller</td> </tr> <tr> <td>HVAC/Furnace Inspection</td> <td>Buyer</td> <td>Plumbing Inspection</td> <td>Seller</td> <td>Air Quality Testing</td> <td>Seller</td> </tr> <tr> <td>Electrical Inspection</td> <td>Buyer</td> <td>Septic Inspection</td> <td>Seller</td> <td>Radiation Testing</td> <td>Seller</td> </tr> <tr> <td>Plumbing/Sewer Inspection</td> <td>Buyer</td> <td>Well Inspection</td> <td>Seller</td> <td>Lead Based Paint Testing</td> <td>Seller</td> </tr> <tr> <td>Structural Inspection</td> <td>Buyer</td> <td>Water Quality Report</td> <td>Seller</td> <td>Elevator</td> <td>Seller</td> </tr> <tr> <td>Wood-Boring Inspection</td> <td>Buyer</td> <td>Waters Quality Report</td> <td>Seller</td> <td>Other:</td> <td>Seller</td> </tr> <tr> <td>Device/Chimney Inspection</td> <td>Buyer</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Type	Paid By:	Type	Paid By:	Type	Paid By:	Home Inspection	Buyer	Termite Inspection	Seller	Soil Inspection	Seller	Pool/Spa Inspection	Buyer	Pest Inspection	Seller	Survey (type):	Seller	Electrical Inspection	Buyer	Septic Tank Removal	Seller	Land Survey (if required)	Seller	HVAC/Furnace Inspection	Buyer	Plumbing Inspection	Seller	Air Quality Testing	Seller	Electrical Inspection	Buyer	Septic Inspection	Seller	Radiation Testing	Seller	Plumbing/Sewer Inspection	Buyer	Well Inspection	Seller	Lead Based Paint Testing	Seller	Structural Inspection	Buyer	Water Quality Report	Seller	Elevator	Seller	Wood-Boring Inspection	Buyer	Waters Quality Report	Seller	Other:	Seller	Device/Chimney Inspection	Buyer					
Type	Paid By:	Type	Paid By:	Type	Paid By:																																																													
Home Inspection	Buyer	Termite Inspection	Seller	Soil Inspection	Seller																																																													
Pool/Spa Inspection	Buyer	Pest Inspection	Seller	Survey (type):	Seller																																																													
Electrical Inspection	Buyer	Septic Tank Removal	Seller	Land Survey (if required)	Seller																																																													
HVAC/Furnace Inspection	Buyer	Plumbing Inspection	Seller	Air Quality Testing	Seller																																																													
Electrical Inspection	Buyer	Septic Inspection	Seller	Radiation Testing	Seller																																																													
Plumbing/Sewer Inspection	Buyer	Well Inspection	Seller	Lead Based Paint Testing	Seller																																																													
Structural Inspection	Buyer	Water Quality Report	Seller	Elevator	Seller																																																													
Wood-Boring Inspection	Buyer	Waters Quality Report	Seller	Other:	Seller																																																													
Device/Chimney Inspection	Buyer																																																																	
<b>E. ADDITIONAL INSPECTIONS AND/OR CERTIFICATIONS:</b> In the event an inspection reveals areas of concern with the property system, such as water bearing walls or any portion/piece of a foundation or items or any other issue/concern that may affect the home inspection or any other inspection, appraisal or inspection, Buyer reserves the right to request a certification or additional inspections within their due diligence period. The expenses for certifications or additional inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). The inspection is not a warranty.																																																																		
12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100																																																																		
<b>F. PRORATIONS AND ADJUSTMENTS:</b> Identify which party shall pay the costs noted below either: SELLER, BUYER, BUYER/50%, WAIVED OR N.A.).																																																																		
<b>A. TITLE, ESCROW &amp; APPRAISAL FEES:</b>																																																																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Type</th> <th>Paid By:</th> <th>Type</th> <th>Paid By:</th> <th>Type</th> <th>Paid By:</th> </tr> </thead> <tbody> <tr> <td>Escrow Fees</td> <td>Buyer</td> <td>Lender's Title Policy</td> <td>Seller</td> <td>Owner's Title Policy</td> <td>Seller</td> </tr> <tr> <td>Real Property Transfer Tax</td> <td>Buyer</td> <td>Appraisal</td> <td>Seller</td> <td>Other:</td> <td>Seller</td> </tr> </tbody> </table>						Type	Paid By:	Type	Paid By:	Type	Paid By:	Escrow Fees	Buyer	Lender's Title Policy	Seller	Owner's Title Policy	Seller	Real Property Transfer Tax	Buyer	Appraisal	Seller	Other:	Seller																																											
Type	Paid By:	Type	Paid By:	Type	Paid By:																																																													
Escrow Fees	Buyer	Lender's Title Policy	Seller	Owner's Title Policy	Seller																																																													
Real Property Transfer Tax	Buyer	Appraisal	Seller	Other:	Seller																																																													
<b>B. PRORATIONS:</b> Any and all rents, taxes, interest, homeowner association fees, trash service fees, sewer service fees, payments on bonds, SIDS, LIDS, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recording of the deed. Security deposits, annual rentals or considerations involving monthly lease credits shall be credited to the Buyer prior to the COE with a pro rata amount on a 30-day month and will be calculated as of the date of recording of the deed. Any amounts held in escrow shall be held until the date of recording of the deed.																																																																		
<b>C. PRELIMINARY TITLE REPORT:</b> Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") which may be approved or rejected within five (5) business days of receipt. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to the PTR, it must be submitted to the PTR Seller within five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such objection removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the property as is. All title exceptions approved or deemed accepted are hereinafter collectively referred to as the "Permitted Exceptions".																																																																		
Each party acknowledges that he has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.																																																																		
Buyer's Name( ): _____																																																																		
<b>SELLER(S) INITIALS:</b> _____																																																																		
Property Address: _____																																																																		
Residential Purchase Agreement Rev: 10/24																																																																		
©2022 Center Las Vegas Association of REALTORS®																																																																		
Page 4 of 11																																																																		

# Impact of Teaching CE Classes and Radon Checkbox added to Real Estate Forms



# Lessons Learned & Recommendations



What worked – consistent education and advocacy, getting in front of the right people – decision makers



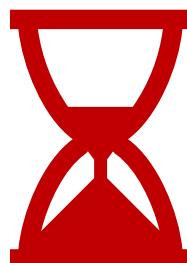
What to avoid – Negative Nellys,



How others can adapt this approach in their own states

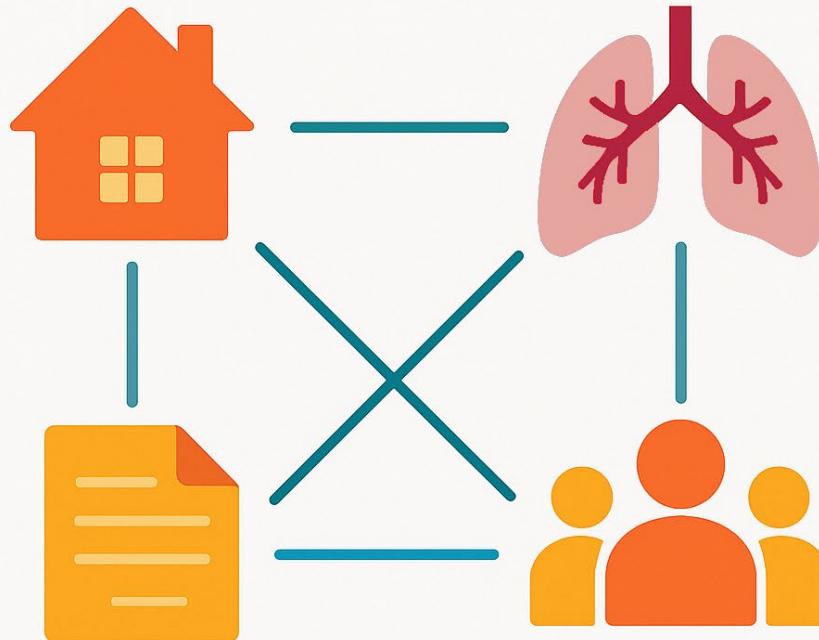
---

# What/Who to Avoid



- **Chronic Naysayers**
  - Those who always shoot down new ideas without offering solutions
  - They can drain momentum and influence others negatively
- **People with No Stake or Authority**
  - If they aren't impacted by the change or can't influence the decision, they may slow you down or distract you
- **Gatekeepers Who Feel Threatened**
  - People who see change as a loss of control or status can become blockers. Approach them last after you have support.
- **Unreliable Allies**
  - Those who say "yes" but don't follow through can stall progress.

Connecting  
people,  
property, and  
prevention  
creates long-  
term wellness



# Connecting the Dots!

# Q & A Discussion

- What strategies could work in your state?
- Who are the key partners for success in your state?
- How can we make radon testing part of every real estate transaction?



