

Chinese/Defective Drywall Addendum to Contract

FLORIDA ASSOCIATION OF REALTORS®



The following provisions are made part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between _____ (Seller) and _____ (Buyer) concerning the Property located at _____.

Chinese/Defective Drywall: During the time Florida was experiencing building material shortages, some homes were built or renovated using defective drywall imported from or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks.

1. Seller's Knowledge: Except as indicated below, **Seller** has no knowledge of the presence of Chinese/defective drywall or of any records or reports pertaining to Chinese/defective drywall affecting the Property: (describe all known Chinese/defective drywall information and list all available documents pertaining to Chinese/defective drywall and provide documents, if any, to **Buyer** before accepting **Buyer's** offer) _____

2. Chinese/Defective Drywall Inspection: (Check One)

- Buyer** waives the opportunity to conduct a risk assessment or inspection for the presence of Chinese/defective drywall and accepts the drywall in the Property in its existing condition.
- Buyer**, at **Buyer's** expense, may have a home inspector, licensed contractor or other licensed professional (if required by law) to conduct an inspection or risk assessment of the Property for the presence of Chinese/defective drywall within _____ days from the Effective Date ("Drywall Inspection Period"). **Buyer** shall be responsible for prompt payment for such inspections and repair all damages to the Property resulting from the inspections. If the inspection or risk assessment reveals the presence of Chinese/defective drywall or reveals damage to the Property resulting from the defective drywall and the cost to remove/replace the defective drywall or damage resulting from the defective drywall exceeds \$_____ (\$500 if left blank), **Buyer** may cancel the Contract by giving written notice to the **Seller** within 3 days from the end of the Drywall Inspection Period and receive a refund of the deposit. If **Buyer** fails to cancel timely or fails to conduct the inspections permitted in this paragraph, **Buyer** may not terminate this Contract pursuant to this Addendum.

3. Professional Advice: **Buyer** acknowledges that all representations about Chinese/defective drywall by Broker are based on **Seller** representations and that Broker has not conducted any independent investigations to verify the accuracy or completeness of the information. **Buyer** agrees to rely solely on **Seller**, professional inspectors, governmental agencies or any third parties retained by the **Buyer** regarding any issue related to Chinese/defective drywall.

Date **Seller** _____ Date **Buyer**

Date **Seller** _____ Date **Buyer**