



ADDENDUM TO SALES CONTRACT
DEFECTIVE DRYWALL DISCLOSURE AND INSPECTION CONTINGENCY



This Addendum is to the Sales Contract entered into between:

_____ (“SELLER”) and
 _____ (“BUYER”)

relating to the following described real property (“Property”):

1. **BUYER ADVISORY:** Some homes have been built or renovated using certain drywall (herein “Defective Drywall”) which reportedly emits levels of sulfur, methane and/or other volatile organic compounds that may cause corrosion of air conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may pose health risks.
2. **SELLER DISCLOSURE:** Except as indicated below, SELLER has no knowledge of the presence of Defective Drywall or of any records or reports pertaining to Defective Drywall affecting the Property. Upon executing the Contract, SELLER shall describe below all known Defective Drywall information for the Property and list all available documents pertaining to Defective Drywall in the Property and provide any such documents to BUYER. If any such disclosure made by SELLER indicates the presence of Defective Drywall in the Property, BUYER may terminate this Contract within the Inspection Period set forth below.

3. **DEFECTIVE DRYWALL INSPECTION CONTINGENCY:** Within _____ days [15 days, if left blank] after the Effective Date (the “Inspection Period”), BUYER may have an appropriately Florida licensed inspection company or licensed contractor inspect the Property to ascertain the existence of (1) drywall in the Property having been manufactured in China or any other point of origin linked to the manufacture of potential Defective Drywall or (2) visible evidence of corrosion or discoloration to air conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring or other household items in the Property possibly caused by Defective Drywall. These inspections may temporarily displace insulation to view drywall, remove electrical plates or utility covers and access the interior of appliances or equipment to ascertain any such corrosion or discoloration, but otherwise the inspections shall not be invasive or cause any damage to the Property or its contents without the written consent of SELLER. If the inspection report(s) documents the existence of either (1) or (2) as set forth above, BUYER shall deliver a copy of said inspection report(s) to SELLER and may terminate this Contract prior to expiration of the Inspection Period. Nothing shall, however, in the alternative preclude BUYER and SELLER from agreeing upon terms for the remediation of the Defective Drywall or a SELLER credit to BUYER in lieu of such remediation.

4. **PROFESSIONAL ADVICE:** BUYER acknowledges that all representations about Defective Drywall by any real estate broker are solely based on SELLER representations and that no real estate broker has conducted any independent investigations to verify the accuracy or completeness of the information. BUYER agrees to rely solely on SELLER, professional inspectors, government agencies or third parties retained by BUYER regarding any issue related to Defective Drywall.

 (Seller’s Signature) (Date) (Buyer’s Signature) (Date)

 (Seller’s Signature) (Date) (Buyer’s Signature) (Date)