

Comprehensive Rider to the Residential Purchase Agreement

APPROVED BY THE FLORIDA BAR

If signed by all parties, the following provisions will be added to the Florida Bar Residential Contract for Sale and Purchase between _____ (SELLER) and _____ (BUYER) for the Property located at _____

Buyer's Initials _____ Seller's Initials _____

M. DEFECTIVE DRYWALL

During a period when Florida faced shortages of building materials, certain homes were built or renovated with drywall that was imported from or manufactured in China or other regions. This drywall has been reported to release sulfur, methane, and/or other volatile organic compounds, which can corrode air conditioning and refrigerator coils, copper pipes, electrical wiring, computer wiring, and various household systems. It may also produce unpleasant odors that could pose potential health risks ("Defective Drywall").

1. **Seller's Knowledge:** Except as noted below, Seller has no actual awareness of Defective Drywall in the Property, nor of any records, reports, or documents relating to Defective Drywall. If Seller does possess such knowledge or documentation, it must be described here and provided to Buyer before Buyer's offer is accepted:

2. **Defective Drywall Inspection (Select One):**
 - (a) ☐ Buyer waives the right to perform any inspection or risk assessment for Defective Drywall and agrees to purchase the Property in its current condition.
 - (b) ☐ Buyer, at Buyer's expense, may hire a home inspector, licensed contractor, or other qualified professional (if permitted by law) to conduct a risk assessment or inspection for Defective Drywall within _____ days (if left blank, then 15) from the Effective Date ("Drywall Inspection Period"). If such inspection reveals the presence of Defective Drywall or related damage, and Buyer provides Seller with written notice before the Inspection Period expires, Buyer may cancel this Contract. In such a case, Buyer's Deposit will be refunded and both Buyer and Seller will be released from further obligations under this Contract. If Buyer does not terminate within this timeframe, Buyer accepts the Property's drywall condition as-is. Buyer is also responsible for paying for any repairs to the Property resulting from the inspection, as explained in Paragraph 3. If Buyer neither terminates nor closes, this Contract may not be canceled later due to Defective Drywall.

IF NO BOX IS CHECKED, OPTION (a) WILL BE AUTOMATICALLY SELECTED.

3. **Repair of Inspection-Related Damages:** Buyer must promptly pay for any damage to the Property caused by inspections or assessments.
4. **No Liability of Brokers or Agents:** Buyer acknowledges that Broker has not conducted independent inspections or confirmed the accuracy of any claims made regarding Defective Drywall by Seller or Broker. Buyer agrees to rely solely on Buyer's own inspections, professionals, governmental agencies, or third parties engaged by Buyer regarding any issues connected to Defective Drywall.