

## Home Inspection Disclosure

FLORIDA ASSOCIATION OF REALTORS®



Broker and its associates recommend that you exercise any right you have to obtain a survey, appraisal and a home inspection (collectively "Inspections"). A home inspection is a visual, non-intrusive examination of the systems/components of the home. A home inspection may not reveal any defects that are not readily discoverable through visual, non-intrusive examination of the property. It may also not reveal any building code violations. You may wish to ask your home inspector for a written contract detailing the scope of the inspection as well as an agreed upon fee for the inspection. The fee you pay to your home inspector is paid outside of closing and is not a part of your closing costs. Such fee is due and payable at time of inspection.

Currently, home inspectors are not regulated or licensed by the State of Florida. **Buyer** acknowledges that the Broker and its associates make no representations concerning the competency of any inspectors, contractors, and/or repair persons.

You agree to hold harmless \_\_\_\_\_  
and its associates from any liability or damages resulting from a home inspection.

### Buyer elects as follows:

- ☐ **Buyer** elects to perform any or all recommended Inspections.
- ☐ **Buyer** elects not to perform any recommended Inspections.

If you elect to proceed without the benefit of the above-mentioned Inspections, you agree to hold harmless  
\_\_\_\_\_ and its associates from any liability or  
damages resulting from such election.

Buyer: \_\_\_\_\_  
(Signature) (Print) Date

Buyer: \_\_\_\_\_  
(Signature) (Print) Date



## Mold Inspection Addendum to Contract

FLORIDA ASSOCIATION OF REALTORS®



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

1. Buyer, at Buyer's expense, may have a qualified professional conduct an inspection of the Property for mold within \_\_\_\_\_ days from the Effective Date ("Mold Inspection Period").
2. Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.
3. In the event the mold inspection reveals a significant presence of mold in the Property, which requires professionals to remove the mold, at a cost which exceeds \$\_\_\_\_\_, Buyer may cancel the Contract by delivering written notice of such election no later than 48 hours after expiration of the Mold Inspection Period. If Buyer timely cancels the Contract, the deposits paid shall be immediately returned to Buyer and Buyer and Seller shall be released from further obligations under the Contract, except as provided in subparagraph 2 above.
4. If Buyer fails to conduct the inspection permitted in this Paragraph or having conducting such inspections, fails to timely notify the Seller of Buyer's intent to cancel this Contract or if the mold inspection does not reveal significant presence of mold in the Property which requires professional remediation to remove the mold, at a cost which exceeds the sum specified in Paragraph 3 above, Buyers may not terminate this Contract pursuant to this Addendum.

Seller: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

Seller: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

Buyer: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

Buyer: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)



## 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