



BUYER'S COUNTER OFFER No. _____

1 This is a counter offer to Seller's Counter Offer.
2 Buyer: _____
3 Seller: _____
4 The real property described as: **OF FullAddress**

5 **AGREEMENT TO PURCHASE:**
6 Buyer agrees to purchase the real and personal property upon the terms and conditions set forth in the Sale Agreement and subsequent counter offers where
7 applicable **except** as modified as follows: _____

8 For additional provisions, see Addendum _____
9 **All remaining terms and conditions of the Sale Agreement (and other counter offer(s), where applicable), not otherwise modified, are approved and**
10 **accepted by Buyer. Time is of the essence.** This Buyer's Counter Offer shall automatically expire on _____ at _____ a.m. p.m. ("the Counter Offer
11 Deadline"), if not accepted within that time. If Seller accepts Buyer's Counter Offer after the Counter Offer Deadline, it shall not be binding upon Buyer unless agreed to
12 by Buyer in writing within ____ business days (two [2] if not filled in) thereafter by so indicating at the Buyer's Acknowledgement Section below. This Buyer's Counter
13 Offer may be accepted by Seller only in writing. However, Buyer may withdraw this Buyer's Counter Offer any time prior to Seller's written acceptance.

14 Buyer Signature _____ Date _____, _____ a.m. _____ p.m. ←
15 Buyer Signature _____ Date _____, _____ a.m. _____ p.m. ←

16 **SELLER'S RESPONSE (select only one):**
17 Seller **accepts** Buyer's Counter Offer;
18 Seller **does not accept** Buyer's Counter Offer AND submits the attached Seller's Counter Offer
19 Seller **rejects** Buyer's Counter Offer.

20 Seller acknowledges receipt of signed copies of the Sale Agreement and all subsequent counter offers, including this Buyer's Counter Offer, which Seller has
21 read and fully understands. Seller instructs that all earnest money distributable to Seller pursuant to the Sale Agreement shall be disbursed as follows after
22 deduction of any title insurance and Escrow cancellation charges: (check one) First to Listing Firm, to the extent of the agreed commission just as if the
23 transaction had been consummated, with residue to Seller; or _____.

24 Seller Signature _____ Date _____, _____ a.m. _____ p.m. ←
25 Seller Signature _____ Date _____, _____ a.m. _____ p.m. ←

26 **BUYER'S ACKNOWLEDGMENT:**
27 Buyer acknowledges that Buyer has not relied on any oral or written statements of Seller or of any Licensee(s) which are not expressly contained in the Sale
28 Agreement as amended. Buyer acknowledges receipt of copies of the Sale Agreement and all subsequent counter offers, including this Buyer's Counter Offer,
29 which Buyer has fully read and understands. If Seller's response to Buyer's Counter Offer is an acceptance of Buyer's counter offer that has occurred after the
30 Counter Offer Deadline identified in the Agreement to Purchase Section above, Buyer (select only one) agrees does not agree, to be bound thereby.
31 **(The failure to check either box shall constitute a rejection by Buyer of Seller's acceptance of Buyer's counter offer after said deadline.)**

32 Buyer Signature _____ Date _____, _____ a.m. _____ p.m. ←
33 Buyer Signature _____ Date _____, _____ a.m. _____ p.m. ←

34 **RECEIPT OF EARNEST MONEY**
35 (Use only if amount of earnest money is modified.)
36 Selling Firm acknowledges receipt of earnest money from Buyer **NOT** previously received for in the sum of \$ _____ evidenced by cash,
37 check, promissory note payable on or before _____, which Selling Firm agrees to handle as provided in the Sale Agreement.

38 Selling Licensee's signature _____
39 Selling Licensee _____ Listing Licensee _____
40 Selling Firm Broker's Initials/Date _____ / _____ Listing Firm Broker's Initials/Date _____ / _____