

# MULTIPLE COUNTER OFFER

Version 20260101

## Preamble

- 1 This Multiple Counter Offer ("Agreement") is made part of and contingent upon the Purchase Contract dated  
2 \_\_\_\_\_ ("Original Offer") between \_\_\_\_\_ ("Buyer")  
3 and \_\_\_\_\_ ("Seller"), concerning the Property located at  
4 \_\_\_\_\_ ("Property").
- 5 All terms and conditions of the Original Offer not expressly modified in this Agreement are accepted and  
6 incorporated into this Agreement by reference. In the event of any conflict or ambiguity between the terms of the  
7 Original Offer and this Agreement, the terms of this Agreement shall govern.
- 8 Issuing Party is issuing multiple counter offers with potentially varying terms to multiple parties.

## Terms

- 9 This Multiple Counter Offer is originated by the:
- 10 ☐ Buyer ("Issuing Party")
- 11 ☐ Seller ("Issuing Party")
- 12 **Proposed Terms:** The Issuing Party proposes the following terms for the purchase of the Property: *(Check each*  
13 *applicable box)*
- 14 ☐ **Purchase Price:**
- 15 Purchase Price: \$ \_\_\_\_\_
- 16 Down Payment Due: \$ \_\_\_\_\_
- 17 Balance due at Close of Escrow: \$ \_\_\_\_\_
- 18 Earnest Money: \$ \_\_\_\_\_
- 19 ☐ **Seller Concessions:** Seller will credit Buyer \_\_\_\_\_% of Purchase Price or \$ \_\_\_\_\_
- 20 ☐ **Close of Escrow Date:** \_\_\_\_\_
- 21 ☐ **Due Diligence / Inspection Period:** Buyer shall have \_\_\_\_\_ day(s) from the date of Final Acceptance to  
22 complete all investigations of the Property and surrounding area deemed material to Buyer.
- 23 ☐ **Other Modifications:**
- 24 \_\_\_\_\_
- 25 \_\_\_\_\_
- 26 \_\_\_\_\_
- 27 \_\_\_\_\_
- 28 \_\_\_\_\_
- 29 \_\_\_\_\_
- 30 \_\_\_\_\_
- 31 \_\_\_\_\_
- 32 \_\_\_\_\_

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

33 **Multiple Offer Disclosure:** Issuing Party is issuing multiple counter offers with potentially varying terms to  
34 multiple parties. This agreement becomes binding only upon Issuing Party's signature of "Final Acceptance by  
35 Issuing Party" and delivery to Receiving Party (or Receiving Party's authorized agent). Until then, the Property  
36 may be sold to another party, and either party may withdraw.

37 **Expiration and Withdrawal:** This Agreement shall expire unless signed by the Receiving Party and delivered to  
38 the Issuing Party (or the Issuing Party's authorized agent) on or before:

39 \_\_\_\_\_, at \_\_\_\_\_ (Arizona Time).

40 Time is of the essence.

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### Issuance by Issuing Party

41 The undersigned Issuing Party issues this Multiple Counter Offer.

42 \_\_\_\_\_  
Issuing Party Signature Date Issuing Party Signature Date

43 \_\_\_\_\_  
Issuing Party Signature Date Issuing Party Signature Date

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### Response by Receiving Party

44 The undersigned party receiving this Multiple Counter Offer ("Receiving Party") responds as follows:

45 ☐ **Acceptance:** The Receiving Party accepts ALL terms of this Multiple Counter Offer and acknowledges receipt  
46 of a copy thereof.

47 ☐ **Rejection:** The Receiving Party rejects this Multiple Counter Offer.

48 ☐ **New Counter Offer:** The Receiving Party rejects this Multiple Counter Offer and presents a new Counter Offer.

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### Execution by Receiving Party

49 \_\_\_\_\_  
Receiving Party Signature Date Receiving Party Signature Date

50 \_\_\_\_\_  
Receiving Party Signature Date Receiving Party Signature Date

**Buyer Initials** \_\_\_\_\_

**Seller Initials** \_\_\_\_\_

**Final Acceptance by Issuing Party**

51 Signature by Issuing Party below and delivery to Receiving Party (or Receiving Party's authorized agent) creates a  
52 binding agreement. Issuing Party accepts ALL terms of this Multiple Counter Offer and acknowledges that all other  
53 outstanding Counter Offers are deemed revoked.

54 \_\_\_\_\_  
Issuing Party Signature Date Issuing Party Signature Date

55 \_\_\_\_\_  
Issuing Party Signature Date Issuing Party Signature Date

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