

COUNTER OFFER

Version 20260730 [20260310]

Preamble

- 1 This 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 or Counter Offer selected below, whichever is applicable ("Modified
6 Offer"), that are not expressly modified in this Agreement are incorporated into this Agreement by reference. In the
7 event of any conflict or ambiguity between the terms of the Modified Offer and this Agreement, the terms of this
8 Agreement shall govern. ~~[All terms and conditions of the Original Offer not expressly modified in this Agreement~~
9 ~~are accepted and incorporated into this Agreement by reference. In the event of any conflict or ambiguity between~~
10 ~~the terms of the Original Offer and this Agreement, the terms of this Agreement shall govern.]~~
- 11 This Counter Offer revokes, supersedes, and replaces any and all prior offers or counteroffers relating to the
12 Property that have not been accepted.

Terms

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

Buyer Initials _____

Seller Initials _____

Expiration and Withdrawal: This Agreement shall expire unless signed by the Receiving Party and delivered to the Issuing Party (or the Issuing Party's authorized agent) on or before: _____, at _____ (Arizona Time).

Time is of the essence.

Real estate brokers and agents do not provide financial, legal, or tax advice. Consult an attorney, tax advisor, or other appropriate professional if you need financial, legal, or tax advice. READ THIS FORM CAREFULLY BEFORE SIGNING. ~~[CONSULT AN ATTORNEY BEFORE SIGNING; Real Estate brokers and agents are not qualified to provide financial, legal, or tax advice regarding this real estate transaction. READ THIS FORM CAREFULLY.]~~

Issuance by Issuing Party

The undersigned Issuing Party hereby issues this Counter Offer.

Issuing Party Signature Date

Issuing Party Signature Date

Issuing Party Signature Date

Issuing Party Signature Date

Response by Receiving Party

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

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

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

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

Execution by Receiving Party

Receiving Party Signature Date

Receiving Party Signature Date

Receiving Party Signature Date

Receiving Party Signature Date