

# COUNTER OFFER \_\_\_\_\_

Version 20260730

## 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.
- 9 This Counter Offer revokes, supersedes, and replaces any and all prior offers or counteroffers relating to the  
10 Property that have not been accepted.

## Terms

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

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

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

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

37 Time is of the essence.

38 **Real estate brokers and agents do not provide financial, legal, or tax advice. Consult an attorney, tax**  
 39 **advisor, or other appropriate professional if you need financial, legal, or tax advice. READ THIS FORM**  
 40 **CAREFULLY BEFORE SIGNING.**

### Issuance by Issuing Party

41 The undersigned Issuing Party issues this Counter Offer.

|    |                         |       |                         |       |
|----|-------------------------|-------|-------------------------|-------|
| 42 | _____                   | _____ | _____                   | _____ |
|    | Issuing Party Signature | Date  | Issuing Party Signature | Date  |
| 43 | _____                   | _____ | _____                   | _____ |
|    | Issuing Party Signature | Date  | Issuing Party Signature | Date  |

### Response by Receiving Party

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

- 45 ☐ **Acceptance:** The Receiving Party accepts all terms of this Counter Offer and acknowledges receipt of a copy  
 46 thereof.
- 47 ☐ **Rejection:** The Receiving Party rejects this Counter Offer.
- 48 ☐ **New Counter Offer:** The Receiving Party rejects this Counter Offer and presents a new Counter Offer.

### Execution by Receiving Party

|    |                           |       |                           |       |
|----|---------------------------|-------|---------------------------|-------|
| 49 | _____                     | _____ | _____                     | _____ |
|    | Receiving Party Signature | Date  | Receiving Party Signature | Date  |
| 50 | _____                     | _____ | _____                     | _____ |
|    | Receiving Party Signature | Date  | Receiving Party Signature | Date  |