

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract if not understood seek advice from an attorney

SELLER'S COUNTEROFFER AND BUYER'S COUNTER

Date of Counteroffer _____, 20 _____.

1. **COUNTEROFFER.** The undersigned Seller(s) offers to sell the following described real estate, located (legal description) at:

_____, County, Oklahoma,

which property address is _____
in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, Financing Supplement signed by _____ Buyer(s), attached and made a part of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, the Financing Supplement are **amended and modified** as follows:

(Where appropriate, reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate and, if included, Financing Supplement which is amended or modified—please number each item.)

Contract of Sale of Real Estate: _____

Financing Supplement: _____

2. **OTHER TERMS.** All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Financing Supplement shall remain the same. In the event of a conflict between the terms and conditions in this Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Financing Supplement, the terms and conditions of the Counteroffer shall govern.

3. The Buyer and Seller authorize their respective Brokers, if applicable, to accept delivery of acceptance of offer or counteroffer.

4. **ACCEPTANCE TIME.** The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time _____, 20 _____, at _____ .m., at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

(Print or Type Seller's Name) (Signature) Seller

(Print or Type Seller's Name) (Signature) Seller

5. **BUYER'S ACCEPTANCE OF COUNTEROFFER.** Buyer accepts the foregoing Counteroffer and agrees to purchase the above-described Property on terms and conditions set forth in the Counteroffer.

Accepted this date _____, 20 _____, at _____ .m.

(Print or Type Buyer's Name) (Signature) Buyer

(Print or Type Buyer's Name) (Signature) Buyer

6. **BUYER'S REJECTION OR MODIFICATION OF SELLER'S COUNTEROFFER.**

____ (Buyer's initials) By initializing these blanks the Buyer(s): **(check only one)**

REJECTS foregoing counteroffer.

MODIFIES Seller's Counteroffer as indicated by Buyer on Page 2 of this form under Buyer's Counter.

NOTE: All amendments and modifications to the submitted Contract of Sale of Real Estate and, if included, supplement(s) and related addenda should be set forth on this Counteroffer only. Seller should SIGN ONLY this Counteroffer, check and sign the appropriate Confirmation of Broker Relationship and receipt of Estimate of Costs on the Contract Cover Sheet, and, if applicable, sign the FHA Real Estate Certification at the bottom of the FHA Financing Agreement.

BUYER'S COUNTER TO SELLER'S COUNTEROFFER

Note: If this page is not filled out, then the Buyer has not countered and this page shall NOT apply and may be removed.

Date of Buyer's Counter _____, 20 ____.

1. COUNTER. The undersigned Buyer(s) agrees to the Seller's Counteroffer on Page 1 **EXCEPT FOR** the Buyer's following deletions, amendments or modifications:

(Where appropriate, reference should be made by number to the specific paragraph of the Oklahoma Uniform Contract of Sale of Real Estate, Seller's Counteroffer and, if included, Financing Supplement which is amended or modified—please number each item.

Contract of Sale of Real Estate: _____

Financing Supplement: _____

2. OTHER TERMS. All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Financing Supplement and Seller's Counteroffer on Page 1 shall remain the same. In the event of a conflict between the terms and conditions in Seller's Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Financing Supplement, the terms and conditions of the Buyer's Counter shall govern.

3. The Buyer and Seller authorize their respective Brokers, if applicable, to accept delivery of acceptance of offer, counteroffer or Buyer's counter.

4. ACCEPTANCE TIME. The foregoing Buyer's Counter is made subject to acceptance in writing by Seller, and the return of an executed copy to Buyer's Broker, if applicable, on or before _____ .m., _____ , _____ ,
(time) (date) (month)
20 _____ , at which time this counter will terminate, unless withdrawn prior to acceptance or termination.

(Print or Type Buyer's Name) (Signature) _____ Buyer

(Print or Type Buyer's Name) (Signature) _____ Buyer

5. SELLER'S ACCEPTANCE OF BUYER'S COUNTER. Seller accepts the foregoing Buyer's Counter and agrees to sell the above-described Property on terms and conditions set forth in the Buyer's Counter.

Accepted this date _____ , 20 _____ , at _____ .m.

(Print or Type Seller's Name) (Signature) _____ Seller

(Print or Type Seller's Name) (Signature) _____ Seller