

COUNTER OFFER # _____

1 **This is a Counter Offer from** **Seller to Buyer** **OR** **Buyer to Seller**
2 **The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of _____ for the**
3 **purchase of real property commonly known as:**

4 _____
5 Address, City, State, Zip

6 **With the following exceptions:**
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____

23 **ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE**
24 **AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED**
25 **IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS**
26 **RESTATED HEREIN.**

27 **This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and**
28 **signed by all parties.**

29 *Until notice of acceptance is delivered* the subject Property is still on the market for sale, and this offer may be revoked at
30 any time with notice, and the Property may be sold to any other party.

31 **Time Limit of Offer:** This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not
32 accepted by _____ o'clock am/ pm, local time, on the _____ day of _____, _____.

33 _____
34 **Seller/Buyer (Party making counter offer) DATE** **Seller/Buyer (Party making counter offer) DATE**

35 The undersigned has received and
36 **ACCEPTED** this offer
37 **REJECTED** this offer
38 **COUNTERED** this offer with Counter Offer # _____
39 _____ o'clock am/ pm; this _____ day of _____, _____.
40 _____
41 _____
42 **Seller/Buyer (Responding Party)** **Seller/Buyer (Responding Party)**

43 **Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
44 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was
45 received on the _____ day of _____, _____, at _____ by _____.
46 time name

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

