



COUNTER OFFER ADDENDUM

This **Counter Offer Addendum** is an offer to buy or sell property. Carefully read the terms of this counter offer and the terms of any document referenced as part of this counter offer. If they are not completely acceptable to you, you may continue negotiations or reject this counter offer. If you desire to continue negotiations, a new Counter Offer Addendum should be prepared, and this Counter Offer Addendum should not be signed. The unsigned Counter Offer Addendum will not become a part of any agreement ultimately signed by all parties and should be kept in the licensee's permanent files. Only those changes noted on the final accepted counter offer alter the original offer and all other terms of the original offer remain intact. **TO REJECT THIS COUNTER OFFER, DO NOT SIGN IT.**

1 **SELLER:** _____

2 **BUYER:** _____

3 **PROPERTY:** _____

4 **DATE OF INITIAL OFFER:** _____

5

6 **1. OFFER TO PURCHASE/SELL.** The terms contained in this Addendum supersede those of the Initial
7 Offer (consisting of the documents indicated below) submitted on the date referenced above, and together
8 with the remaining unchanged terms of the Initial Offer, constitute a new Offer to Purchase or Sell the
9 Property described herein. **(Check applicable boxes):**

10

- | | |
|--|--|
| <input checked="" type="checkbox"/> Sale Contract | <input type="checkbox"/> Homes Association Documents |
| <input checked="" type="checkbox"/> Agency Disclosure Addendum | <input type="checkbox"/> Allowances Addendum |
| <input type="checkbox"/> Financing Addendum | <input type="checkbox"/> New Homes Warranty Addendum |
| <input type="checkbox"/> Sellers's Disclosure and Condition of Property Add. | <input type="checkbox"/> Kansas Energy Efficiency Disclosure |
| <input type="checkbox"/> Lead Based Paint Addendum | <input type="checkbox"/> Plans, Specifications and/or Exhibits |
| <input type="checkbox"/> Listing Company Disclosure | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Selling Company Disclosure | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Contingency for Sale & Closing of Buyer's Property | <input type="checkbox"/> Other: _____ |

19

20 **2. PURCHASE PRICE.** The Purchase Price for the Property is: \$ _____

21

22 a. Earnest Money **(Check one)** in the form of:
23 Personal Check **OR** Other _____ In the amount of \$ _____ (a)
24 to be deposited with _____.

25 **For new home construction only: (Check one)** refundable non-refundable.
26 b. Additional Deposit in the amount of: \$ _____ (b)

27 on or before _____ to be
28 deposited with _____.

29 **For new home construction only: (Check one)** refundable non-refundable.

30 c. Total Amount Financed **(SEE FINANCING ADDENDUM)**
31 **(not including financed mortgage insurance premiums, DVA**
32 **Funding Fee or other closing costs, if any)** \$ _____ (c)

33 d. Balance of Purchase Price to be paid in **CERTIFIED FUNDS:** \$ _____ (d)

34 **3. CLOSING AND POSSESSION.** On or before _____ (“Closing Date”) SELLER shall execute
35 and deliver into escrow with the title company(s) or other closing agent(s), a general warranty deed (or special
36 warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and
37 all other documents and funds necessary to satisfy SELLER’S obligations under this Contract. On or before
38 the Closing Date, BUYER shall execute and deliver into escrow with the title company(s) or other closing
39 agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents required by
40 BUYER’S lender, if BUYER is obtaining financing) and funds (including loan proceeds, if BUYER is obtaining
41 financing) necessary to satisfy BUYER’S obligations under this Contract. **SELLER AND BUYER**
42 **ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF**
43 **CASHIER’S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds
44 have been executed and delivered into escrow with the title company(s) or other closing agent(s), the closing
45 shall be completed. SELLER shall deliver possession of the Property to BUYER on
46 _____ at _____, ____ M., (if left blank, the Closing Date at 5:00 P.M.)
47 (“Possession Date”). BUYER shall not occupy the Property or place personal property in or on it prior
48 to completion of the Closing and disbursement or availability of SELLER’S proceeds, if any, unless
49 otherwise agreed upon in writing by the BUYER and the SELLER.

50
51 **4. FINANCING TERMS:** Additional SELLER paid costs \$ _____
52 Costs Not Payable by BUYER \$ _____
53 Lender approved down payment assistance costs \$ _____
54 Other _____ \$ _____
55 **Total SELLER Expenses not to exceed:** \$ 0.00

56
57 **5. BASE CONTRACT–Paragraph # _____ or _____ Addendum–Paragraph # _____**
58 **is changed as follows:** _____
59 _____
60 _____
61 _____
62 _____
63 _____

64
65 **6. BASE CONTRACT–Paragraph # _____ or _____ Addendum–Paragraph # _____**
66 **is changed as follows:** _____
67 _____
68 _____
69 _____
70 _____
71 _____

72
73 **7. BASE CONTRACT–Paragraph # _____ or _____ Addendum–Paragraph # _____**
74 **is changed as follows:** _____
75 _____
76 _____
77 _____
78 _____
79 _____

80
81 **8. BASE CONTRACT–Paragraph # _____ or _____ Addendum–Paragraph # _____**
82 **is changed as follows:** _____
83 _____
84 _____
85 _____
86 _____
87 _____

88 9. **ADDITIONAL TERMS.** (Check if applicable) The _____ additional pages attached to this Counter Offer
89 Addendum contain terms and conditions which are an integral part of this Contract.

90
91 **10. EXPIRATION.** This Counter Offer must be accepted on or before _____ at
92 _____ p.m. (5:00 p.m., if left blank). Otherwise, this Counter Offer will be considered withdrawn. **Until this**
93 **Counter Offer has been accepted in writing, the parties understand either party may withdraw such**
94 **party's offer to buy or sell the Property.**

95
96 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
97 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
98 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

99
100 **All parties agree that this transaction can be conducted by electronic means according to the**
101 **Uniform Electronic Transaction Act as adopted in Kansas and Missouri.**

102
103 **SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender.**

104
105
106 **SELLER** _____ **DATE** _____ **BUYER** _____ **DATE** _____

107
108
109 **SELLER** _____ **DATE** _____ **BUYER** _____ **DATE** _____

110
111
112 **ADDRESS** _____ **ADDRESS** _____

113
114
115 **NAME OF BROKER ASSISTING SELLER** _____ **NAME OF BROKER ASSISTING BUYER** _____
116 *(Please Print)* _____ *(Please Print)* _____

117
118 **NAME OF LICENSEE ASSISTING SELLER** _____ **NAME OF LICENSEE ASSISTING BUYER** _____
119 *(Please Print)* _____ *(Please Print)* _____

120 _____ / _____ / _____ / _____
121 **Listing Licensee's Phone #** _____ **Fax #** _____ **Selling Licensee's Phone #** _____ **Fax #** _____

122
123
124 **Listing Licensee's Email Address** _____ **Selling Licensee's Email Address** _____

125
126
127 **DATE OF FINAL ACCEPTANCE, THE "EFFECTIVE DATE" IS:** _____.

128 *(Effective Date to be completed by Licensee who is assisting the party who has signed last)*

129
130 **TO BE COMPLETED BY LICENSEE UPON SELLER'S BUYER'S REJECTION OF THIS**
131 **COUNTER OFFER:**

132 Licensee acknowledges receipt of this counter offer and has made a presentation to the
133 SELLER BUYER on _____
134 (Date) (Time)

135
136 **By:** _____
137 Licensee Assisting Seller Licensee Assisting Buyer

138
139 Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is
140 made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all
141 situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made.
142 Copyright January 2009. Last revised 11/08. All previous versions of this document may no longer be valid.

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Counter Offer Addendum 2009
Page 3 of 3