

# RECOMMENDATION TO THE EXECUTIVE COMMITTEE

**FROM:**

Risk Management Committee

**RECOMMENDATION:**

Approval of a revised Counter Offer

**BACKGROUND:**

Currently, line 19 of the Counter Offer explains that it should be “delivered pursuant to Section 8m of the Contract.” Rather than simply reference section 8m, on January 9, 2020 the Risk Management Committee voted to revise Section 8m so that it specifically explains the manner of delivery, either “in person, by mail, facsimile or electronically.”

The Risk Management Committee additionally voted to change the header on line 19 of the Counter Offer from “Time for acceptance” to “Terms of Acceptance” so that it mirrors the verbiage used in Section 8o of the Residential Purchase Contract.

**BUDGET IMPACT:**

None

**MOTION:**

**TO APPROVE FOR RELEASE ON OR ABOUT JUNE 1, 2020, THE ATTACHED REVISED COUNTER OFFER**

**FOR MORE INFORMATION CONTACT:**

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# COUNTER OFFER

Document updated:  
**June 2020**



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1. This is a Counter Offer originated by:  Seller  Buyer  Landlord  Tenant.
2. This is a Counter Offer to the  Offer  Counter Offer dated \_\_\_\_\_ between the following Parties:  
MO/DAYR
3. Seller/Landlord: \_\_\_\_\_
4. Buyer/Tenant: \_\_\_\_\_
5. Premises Address: \_\_\_\_\_
6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_

19. **Terms of Acceptance:** Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered **in person, by mail, facsimile or electronically**, and received by the originating party's Broker named in the Contract Section 8q or 9a as applicable

20. by \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn.

21. Except as otherwise provided in this Counter Offer, the Parties accept and agree to all terms and conditions of the above offer / counter offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned acknowledges receipt of a copy hereof.

25. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
26.  Seller  Buyer  Landlord  Tenant
27. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
28.  Seller  Buyer  Landlord  Tenant

## RESPONSE

30. An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the additional counter offer, the provisions of the additional counter offer shall be controlling.

32. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
33.  Seller  Buyer  Landlord  Tenant
34. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
35.  Seller  Buyer  Landlord  Tenant

## ACCEPTANCE

37. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.
38. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
39.  Seller  Buyer  Landlord  Tenant
41. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
42.  Seller  Buyer  Landlord  Tenant

**For Broker Use Only:**  
 Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
 MO/DAYR