

# RECOMMENDATION TO THE EXECUTIVE COMMITTEE

**FROM:**

Risk Management Committee

**RECOMMENDATION:**

Approval of revised Counter Offer

**BACKGROUND:**

A revision to the Counter Offer was necessary to clarify that Seller/Landlord is required to notify Buyer/Tenant of their withdrawal of the Counter Offer before Seller/Landlord sells or leases the Premises to a new Buyer/Tenant. The current language did not clearly express this requirement, creating the risk that Seller/Landlord may end up contractually obligated to sell/rent the Premises to more than one Buyer/Tenant.

An additional change was made to clarify that all other terms and conditions remain unchanged, except as expressly modified by the Counter Offer.

**BUDGET IMPACT:**

None

**MOTION:**

**TO APPROVE FOR RELEASE ON OR ABOUT JUNE 1, 2021, THE ATTACHED REVISED COUNTER OFFER.**

**FOR MORE INFORMATION CONTACT:**

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# COUNTER OFFER

Document updated:  
June 2021



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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/DAY/YR
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

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 by \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn.

22. Except as modified by otherwise provided in this Counter Offer, all other terms and conditions of the above referenced Offer / Counter Offer(s) shall remain unchanged and deemed accepted. ~~the Parties accept and agree to all terms and conditions of the above Offer /~~

23. ~~Counter Offer.~~ Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises

24. ~~Party originating this Counter Offer can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises.~~

25. The undersigned acknowledges receipt of a copy hereof.

26. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

27.  Seller  Buyer  Landlord  Tenant

28. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

29.  Seller  Buyer  Landlord  Tenant

### 30. RESPONSE

31. 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.

33. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

34.  Seller  Buyer  Landlord  Tenant

35. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

36.  Seller  Buyer  Landlord  Tenant

### 37. ACCEPTANCE

38. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.

39. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

40.  Seller  Buyer  Landlord  Tenant

41. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

42.  Seller  Buyer  Landlord  Tenant

Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_

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MO/DA/YR