

# MULTIPLE COUNTER OFFER

**DRAFT**

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1. This is a Multiple Counter Offer originated by Seller to the:  
2.  Offer  Counter Offer dated \_\_\_\_\_ between the following Parties:

3. Seller: \_\_\_\_\_

4. Buyer: \_\_\_\_\_

5. Premises Address: \_\_\_\_\_

6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:

7. **Seller is making one or more counter offer(s) to other prospective buyers on terms that may or may not be the same as contained herein. Acceptance of this Multiple Counter Offer by Buyer shall not be binding unless and until it is subsequently finally accepted by Seller and the final acceptance is delivered per Section 8m of the Contract to Buyer's Broker within the time specified ("Final Acceptance").** Until Final Acceptance, the parties understand that the Premises can be sold to someone else and/or either party may withdraw any offer/counter offer to buy or sell the Premises.

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- 33. \_\_\_\_\_

34. Unless acceptance of this Multiple Counter Offer is signed by Buyer and a signed copy delivered pursuant to Section 8m of the Contract and received by Broker named in Contract Section 9a by \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., Mountain Standard Time, this Multiple Counter Offer shall be considered withdrawn. Seller acknowledges receipt of a copy hereof.

37. Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

38. Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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**BUYER RESPONSE**

- 39. An additional counter/multiple counter offer is attached and is incorporated by reference.
- 40. Buyer should sign both this Multiple Counter Offer and the additional counter/multiple counter offer. If there is a conflict between this
- 41. Multiple Counter Offer and the additional counter/multiple counter offer, the provisions of the additional counter/multiple counter offer
- 42. shall be controlling.

43. Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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44. Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**BUYER ACCEPTANCE**

- 45. The Buyer agrees to the terms and conditions of this Multiple Counter Offer and acknowledges receipt of a copy hereof.
- 46. Unless final acceptance of this Multiple Counter Offer is signed by Seller and a signed copy delivered pursuant to Section 8m of the
- 47. Contract and received by Broker named in Contract Section 8q by \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., Mountain
- 48. Standard Time, Buyer's acceptance shall be considered withdrawn.

49. Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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50. Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**SELLER RESPONSE**

- 51. An additional counter/multiple counter offer is attached and is incorporated by reference.
- 52. Seller should sign both this Multiple Counter Offer and the additional counter/multiple counter offer. If there is a conflict between this
- 53. Multiple Counter Offer and the additional counter/multiple counter offer, the provisions of the additional counter/multiple counter offer
- 54. shall be controlling.

55. Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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56. Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**SELLER FINAL ACCEPTANCE**

- 57. **To create a binding agreement, Seller is required to sign below and deliver the signed copy** to Buyer or Buyer's Broker
- 58. **as indicated per Section 8 of the Contract.** Seller agrees to revoke all counter offers previously conveyed to
- 59. other prospective buyers by separate notice and agrees to sell the Premises to Buyer. Except as modified by this
- 60. Multiple Counter Offer, all other terms and conditions of the above referenced Offer/Counter Offer(s) shall remain
- 61. unchanged and deemed accepted.

62. Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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63. Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**For Broker Use Only:**

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