

# MULTIPLE OFFER/COUNTER OFFER

**DRAFT**

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- This is a Multiple  Offer  Counter Offer originated by the Buyer to the:
- Offer  Counter Offer dated \_\_\_\_\_ between the following Parties:
- Seller: \_\_\_\_\_
- Buyer: \_\_\_\_\_
- Premises Address: \_\_\_\_\_

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- Acceptance of the above Offer/Counter Offer is contingent upon agreement to the following:
- Buyer is making one or more offer(s) to other prospective sellers on terms that may or may not be the same as contained herein. Acceptance of this Offer/Counter Offer by Seller shall not be binding unless and until it is subsequently finally accepted by Buyer and the final acceptance copy is delivered per Section 8m of the Contract to Seller'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.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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by \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., Mountain Standard Time, this Multiple Offer/Counter Offer shall be considered withdrawn.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

- Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
- Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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## SELLER RESPONSE

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

- Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
- Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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## SELLER ACCEPTANCE

- The Seller agrees to the terms and conditions of this Multiple Offer/Counter Offer and acknowledges receipt of a copy hereof.
- Unless final acceptance of this Multiple Offer/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, Seller's acceptance shall be considered withdrawn.

- Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
- Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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**Multiple Offer/Counter Offer >>**

**BUYER RESPONSE TO SELLER ADDITIONAL COUNTER OFFER**

- 32. An additional counter offer/multiple counter offer is attached and incorporated by reference.
- 33. If there is a conflict between this Multiple Offer/Counter Offer and the additional counter/multiple counter offer, the provisions of
- 34. the additional counter or multiple counter offer shall be controlling.

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



36. Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**BUYER FINAL ACCEPTANCE**

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

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



42. Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**For Broker Use Only:**

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