



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.

SELLER: _____

BUYER: _____

PROPERTY: _____

DATE OF INITIAL OFFER: _____

Only the terms contained in this Counter Offer, together with the remaining unchanged terms of the Initial Offer (including any addenda or riders attached thereto), constitute the new offer.

1. ADDENDA.

Check applicable box: Changed from original Contract (section must be completed)
 Same as original Contract (refer to original Contract)

Addendum added: _____

Addendum removed: _____

2. PURCHASE PRICE.

Check applicable box: Changed from original Contract (section must be completed)
 Same as original Contract (refer to original Contract)

The **Purchase Price** for the Property is: \$ _____

a. Earnest Money will be delivered to Licensee Assisting Seller or Escrow Agent within ____ calendar days (refer to original contract, if left blank) of the Effective Date (the "Delivery Period") and must comply with state laws as defined in the Earnest Money and Additional Deposits paragraph of this Contract.

If Earnest Money is not delivered during the Delivery Period, SELLER may cancel this Contract by written notice any time prior to delivery of the Earnest Money.

SELLER | SELLER

Initials

BUYER | BUYER

Initials

46 **b. Earnest Money** in the amount of \$_____ (b)
47 in the form of: (Check one)
48 Check/Electronic Funds Transfer/ACH Other _____
49
50 Deposited with: _____
51 (Check one) refundable non-refundable

52
53 BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held
54 subject to the terms of the Earnest Money and Additional Deposits paragraph.

55
56 **c. Additional Earnest Money** in the amount of (ZERO (\$0) if left blank).....\$_____ (c)
57 will be delivered on or before _____ in the form of: (Check one)
58 Check/Electronic Funds Transfer/ACH Other _____
59
60 Deposited with: _____
61 (Check one) refundable non-refundable

62
63 BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held
64 subject to the terms of the Earnest Money and Additional Deposits paragraph.

65
66 **d. Total Amount Financed by BUYER** (Zero (\$0) if Cash Sale)
67 (not including financed mortgage insurance premiums, VA
68 Funding Fee or other closing costs, if any) \$_____ (d)

69
70 **e. Balance of Purchase Price to be paid in CERTIFIED FUNDS**
71 Purchase Price (less b, c & d of this paragraph) on or before the
72 Closing Date. \$_____ (e)
73 Includes Lender(s) approved down payment assistance.

74
75 **3. TOTAL ADDITIONAL SELLER EXPENSES:**

76 *Check applicable box:* Changed from original Contract (section must be completed)
77 Same as original Contract (refer to original Contract)

78
79 **a. Additional SELLER paid costs.** In addition to any other costs SELLER
80 agreed to pay herein, SELLER agrees to pay other allowable closing
81 costs permitted by Lender(s) and/or prepaid items for BUYER, not
82 to exceed: \$_____

83
84 **b. Costs Not Payable by BUYER.** Some lending programs may prohibit
85 a BUYER from paying certain closing-related costs. SELLER agrees to
86 pay all costs associated with obtaining the BUYER'S loan(s) which
87 the program rules will not permit the BUYER to pay, not to exceed: \$_____

88
89 **TOTAL ADDITIONAL SELLER EXPENSES NOT TO EXCEED** \$_____

90
91 **4. CLOSING AND POSSESSION.**

92 *Check applicable box:* Changed from original Contract (section must be completed)
93 Same as original Contract (refer to original Contract)

94
95 Closing will be on or before _____ ("Closing Date").

96
97 Possession will be on or before _____ ("Possession Date") at _____ o'clock _____. m., (if left blank,
98 the **Possession Date** will be 5:00 P.M. on the Closing Date).

99
100 When all documents and funds have been executed and delivered into escrow with the title company(s) or other
101 Closing Agent(s), the Closing will be completed.

_____	Initials	_____	Initials	_____
SELLER	SELLER	BUYER	BUYER	

102 BUYER must not occupy the Property or place personal property in or on it prior to completion of the
103 Closing and disbursement or availability of SELLER'S proceeds, if any, unless otherwise agreed upon
104 in writing by the BUYER and the SELLER.
105

106 5. BASE CONTRACT-Paragraph # _____ or _____ Addendum-Paragraph # _____
107 is changed as follows: _____
108 _____
109 _____
110 _____
111 _____
112 _____

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114 6. BASE CONTRACT-Paragraph # _____ or _____ Addendum-Paragraph # _____
115 is changed as follows: _____
116 _____
117 _____
118 _____
119 _____
120 _____
121 _____

122 7. BASE CONTRACT-Paragraph # _____ or _____ Addendum-Paragraph # _____
123 is changed as follows: _____
124 _____
125 _____
126 _____
127 _____
128 _____
129 _____

130 8. ADDITIONAL TERMS. (Check if applicable) The _____ additional pages attached to this Counter
131 Offer Addendum contain terms and conditions which are an integral part of this Contract.
132

133 9. EXPIRATION. This Counter Offer must be accepted on or before _____ (five (5)
134 days from the earliest signature below, if left blank) at _____ o'clock _____. m. (11:59 p.m., if left blank)
135 unless accepted or withdrawn before expiration. **Until this Counter Offer has been accepted in writing, the**
136 **parties understand either party may withdraw such party's offer to buy or sell the Property. This**
137 **expiration date will supersede all prior expiration dates.**
138

139 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
140 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
141 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
142

143 **All parties agree that this transaction can be conducted by electronic means, including email, according**
144 **to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.**
145

146 **SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender.**
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150 _____
SELLER DATE BUYER DATE

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153 _____
SELLER DATE BUYER DATE
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BROKERAGE

ADDRESS

Name of Licensee assisting Seller
(Please Print)
_____/_____
Listing Licensee's Contact # Brokerage Contact #

Listing Licensee's Email Address

BROKERAGE

ADDRESS

Name of Licensee assisting Buyer
(Please Print)
_____/_____
Selling Licensee's Contact # Brokerage Contact #

Selling Licensee's Email Address

TO BE COMPLETED BY LICENSEE UPON SELLER'S BUYER'S REJECTION OF THIS COUNTER OFFER:
Licensee acknowledges receipt of this counter offer and has made a presentation to the
 SELLER BUYER on _____
(Date) (Time)
By: _____
 Licensee assisting Seller Licensee assisting Buyer

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is 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 situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised September 2022. All previous versions of this document may no longer be valid. Copyright January 2023.