



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 hereby referred to as Original Contract), 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

Initials BUYER | BUYER

47 **b. Earnest Money** in the amount of \$ _____ (b)
48 in the form of: (Check one)
49 Check/Electronic Funds Transfer/ACH Other _____

50
51 Deposited with: _____
52 (Check one) refundable non-refundable

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

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

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61 Deposited with: _____
62 (Check one) refundable non-refundable

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

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

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

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

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

79
80 **a. SELLER Compensation to Broker assisting BUYER.** SELLER agrees to
81 pay Broker assisting BUYER from SELLER'S funds at Closing \$ _____

82
83 **b. Additional SELLER paid costs.** In addition to any other costs SELLER
84 agreed to pay herein, SELLER agrees to pay other allowable closing
85 costs permitted by Lender(s) and/or prepaid items for BUYER, not
86 to exceed: \$ _____

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

92
93 **TOTAL ADDITIONAL SELLER EXPENSES** \$ _____

ONLY

SELLER | SELLER Initials

Initials BUYER | BUYER

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SELLER _____ DATE _____ BUYER _____ DATE _____
SELLER _____ DATE _____ BUYER _____ DATE _____

BROKERAGE _____ BROKERAGE _____

ADDRESS _____ ADDRESS _____

Name of Licensee assisting Seller _____ Name of Licensee assisting Buyer _____
(Please Print) (Please Print)

Listing Licensee's Contact # / Brokerage Contact # _____ Selling Licensee's Contact # / Brokerage Contact # _____

Listing Licensee's Email Address _____ 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

FOR
TRAINING
PURPOSES
ONLY

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 June 2024. All previous versions of this document may no longer be valid. Copyright August 2024.