



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

BUYER | BUYER

Initials

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 _____
 60
 61 Deposited with: _____
 62 *(Check one)* refundable non-refundable
 63
 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**..... \$_____

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 5px;">SELLER</div> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 5px;">SELLER</div> <div style="margin-left: 10px;">Initials</div> </div>	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="margin-right: 10px;">Initials</div> <div style="border: 1px solid black; padding: 2px 10px;">BUYER</div> <div style="border: 1px solid black; padding: 2px 10px;">BUYER</div> </div>
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4. CLOSING AND POSSESSION.

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

Closing will be on or before _____ (“Closing Date”).

Possession will be on or before _____ (“Possession Date”) at _____ o’clock _____. m., (if left blank, the **Possession Date** will be 5:00 P.M. on the Closing Date).

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

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

5. **BASE CONTRACT–Paragraph #** _____ **or** _____ **Addendum–Paragraph #** _____ **is changed as follows:** _____

6. **BASE CONTRACT–Paragraph #** _____ **or** _____ **Addendum–Paragraph #** _____ **is changed as follows:** _____

7. **BASE CONTRACT–Paragraph #** _____ **or** _____ **Addendum–Paragraph #** _____ **is changed as follows:** _____

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

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 m. (11:59 p.m., if left blank) unless accepted or withdrawn before expiration.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

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

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

SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER’S Lender.

Initials	Initials
SELLER SELLER	BUYER BUYER

