



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 after the original offer and all other terms of the original offer remain intact. **TO REJECT THIS COUNTER OFFER, DO NOT SIGN IT.**

THIS CONTRACT WILL NOT BE EFFECTIVE UNTIL THE BROKERAGE RELATIONSHIP DISCLOSURE PARAGRAPH OF THE CONTRACT HAS BEEN SIGNED BY ALL PARTIES; SELLER COMPLETES AND BUYER AND SELLER HAVE SIGNED A SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM (EXCEPT NEW HOME SALE CONTRACT) AND, IF APPLICABLE, A LEAD BASED PAINT DISCLOSURE ADDENDUM FOR THE PROPERTY.

SELLER: _____

BUYER: _____

PROPERTY: _____

DATE OF INITIAL OFFER: _____

1. OFFER TO PURCHASE/SELL. The terms contained in this Addendum supersede those of the Initial Offer (consisting of the documents indicated below) submitted on the date referenced above, and together with the remaining unchanged terms of the Initial Offer, constitute a new Offer to Purchase or Sell the Property described herein. (Check applicable boxes):

- | | |
|---|--|
| <input type="checkbox"/> Sale Contract | <input type="checkbox"/> New Homes Warranty Addendum |
| <input type="checkbox"/> Sellers's Disclosure & Condition of Prop. Add. | <input type="checkbox"/> Kansas Energy Efficiency Disclosure |
| <input type="checkbox"/> Lead Based Paint Disclosure Addendum | <input type="checkbox"/> Plans, Specifications and/or Exhibits |
| <input type="checkbox"/> Listing Company Disclosure | <input type="checkbox"/> Dispute Resolution/Mediation Add. |
| <input type="checkbox"/> Selling Company Disclosure | <input type="checkbox"/> Condo Resale Certificate (MO only) |
| <input type="checkbox"/> Contingency for Sale and Closing Addendum | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Allowances Addendum | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> New Homes Pricing Calculation Add. | <input type="checkbox"/> Other: _____ |

2. PURCHASE PRICE. The **Purchase Price** for the **Property** is: \$ _____

a. Earnest Money (Check one) in the form of:
 Personal Check OR Other _____ in the amount of \$ _____ (a)
 to be deposited with _____.

For new home construction only: (Check one)
 refundable non-refundable

b. Additional Deposit in the amount of: \$ _____ (b)
 on or before _____ to be
 deposited with _____.

For new home construction only: (Check one)
 refundable non-refundable

- 49 c. Total Amount Financed by BUYER (Zero if Cash Sale)
 50 (not including financed mortgage insurance premiums, DVA
 51 **Funding Fee or other closing costs, if any**) \$ _____(c)
 52 d. Balance of Purchase Price to be paid in **CERTIFIED FUNDS** \$ _____(d)
 53

54 **3. CLOSING AND POSSESSION.** On or before _____ (Closing Date), SELLER shall
 55 execute and deliver into escrow with the title company(s) or other closing agent(s), a general
 56 warranty deed (or special warranty deed or fiduciary deed, if SELLER is a corporation, association,
 57 financial institution or fiduciary) and all other documents and funds necessary to satisfy SELLER'S
 58 obligations under this Contract. On or before the Closing Date, BUYER shall execute and deliver
 59 into escrow with the title company(s) or other closing agent(s), all documents (including note(s),
 60 mortgage(s)/deed(s) of trust, and any other documents required by BUYER'S lender, if BUYER is
 61 obtaining financing) and funds (including loan proceeds, if BUYER is obtaining financing) necessary
 62 to satisfy BUYER'S obligations under this Contract. **SELLER AND BUYER ACKNOWLEDGE**
 63 **THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S**
 64 **CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS.** When all documents and funds
 65 have been executed and delivered into escrow with the title company(s) or other closing agent(s),
 66 the closing shall be completed. SELLER shall deliver possession of the Property to BUYER on
 67 _____ at _____ o'clock ____ m., (if left blank, the Closing Date at
 68 5:00 P.M.) (Possession Date). **BUYER shall not occupy the Property or place personal**
 69 **property in or on it prior to completion of the Closing and disbursement or availability of**
 70 **SELLER'S proceeds, if any, unless otherwise agreed upon in writing by the BUYER and the**
 71 **SELLER.**
 72

- 73 **4. FINANCING TERMS:** Additional SELLER paid costs \$ _____
 74 Costs Not Payable by BUYER \$ _____
 75 Lender approved down payment assistance costs \$ _____
 76 Other _____ \$ _____
 77 Total SELLER Expenses not to exceed: \$ _____
 78

79 **5. BASE CONTRACT-Paragraph # _____ or _____ Addendum-Paragraph # _____**
 80 **is changed as follows:** _____
 81 _____
 82 _____
 83 _____
 84 _____
 85 _____
 86 _____

87 **6. BASE CONTRACT-Paragraph # _____ or _____ Addendum-Paragraph # _____**
 88 **is changed as follows:** _____
 89 _____
 90 _____
 91 _____
 92 _____
 93 _____
 94 _____

95 **7. BASE CONTRACT-Paragraph # _____ or _____ Addendum-Paragraph # _____**
 96 **is changed as follows:** _____
 97 _____
 98 _____
 99 _____
 100 _____
 101 _____
 102 _____
 103 _____

- 104 8. **ADDITIONAL TERMS. (Check if applicable)** The _____ additional pages attached to this
 105 Counter Offer Addendum contain terms and conditions which are an integral part of this Contract.
 106
 107 9. **EXPIRATION.** This Counter Offer must be accepted on or before
 108 _____ at _____ o'clock _____m. (5:00 p.m., if left blank).
 109 Otherwise, this Counter Offer will be considered withdrawn. **Until this Counter Offer has been**
 110 **accepted in writing, the parties understand either party may withdraw such party's offer to**
 111 **buy or sell the Property.**
 112

113 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
 114 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
 115 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
 116

117 **All parties agree that this transaction can be conducted by electronic means, including email,**
 118 **according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.**
 119

120 **SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender.**
 121

SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE
ADDRESS	ADDRESS		
BROKERAGE	BROKERAGE		
NAME OF LICENSEE ASSISTING SELLER <i>(Please Print)</i>	NAME OF LICENSEE ASSISTING BUYER <i>(Please Print)</i>		
_____/_____ Listing Licensee's Phone #	_____ Fax #	_____/_____ Selling Licensee's Phone #	_____ Fax #
Listing Licensee's Email Address	Selling Licensee's Email Address		

142 **DATE OF FINAL ACCEPTANCE, THE "EFFECTIVE DATE" IS:** _____
 143 *(Effective Date to be completed by Licensee who is assisting the party who has signed last)*
 144

145 **TO BE COMPLETED BY LICENSEE UPON SELLER'S BUYER'S REJECTION OF THIS**
 146 **COUNTER OFFER:**
 147 Licensee acknowledges receipt of this counter offer and has made a presentation to the
 148 SELLER BUYER on _____
 149 (Date) (Time)
 150
 151 By: _____
 152 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. Copyright January 2012. Last revised 12/11. All previous versions of this document may no longer be valid.