



MULTIPLE COUNTER OFFER



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1. This is a Multiple Counter Offer originated by the Seller to the:
2. Offer Counter Offer dated _____ between the following Parties:
3. Seller: _____
4. Buyer: _____
5. Premises: _____
6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:
7. **Seller is making one or more counter offer(s) to other prospective buyers on terms that may or may not be the same as**
8. **contained herein. Acceptance of this Multiple Counter Offer by Buyer shall not be binding unless and until it is**
9. **subsequently re-signed by Seller and the re-signed copy is delivered in person, by mail or facsimile to the Buyer or**
10. **Buyer's Broker within the time specified ("Final Acceptance").** Until Final Acceptance, the Parties understand that the
11. Premises can be sold to someone else and/or either Party may withdraw any offer/counter offer to buy or sell the Premises.

12. _____
13. _____
14. _____
15. _____
16. _____

17. Unless Acceptance of this Multiple Counter Offer is signed by Buyer and a signed copy delivered in person, by mail or facsimile
18. and received by Seller or Seller's Broker by _____ at _____ a.m./p.m., Mountain Standard Time, this Multiple
19. Counter Offer shall be considered withdrawn. Seller acknowledges receipt of a copy hereof.

20. Seller: _____ Date: _____ Time: _____
21. Seller: _____ Date: _____ Time: _____

BUYER ACCEPTANCE

22. The Buyer agrees to the terms and conditions of this Multiple Counter Offer and acknowledges a receipt of a copy hereof.
23. Additional counter offer is attached and is incorporated by reference. Buyer should sign both the Multiple Counter Offer and
24. the additional counter offer. If there is a conflict between this Multiple Counter Offer and the additional counter offer, the provisions
25. of the additional counter offer shall be controlling.
26. Unless Final Acceptance of this Multiple Counter Offer is signed by Seller and a signed copy delivered in person, by mail or
27. facsimile and received by Buyer or Buyer's Broker by _____ at _____ a.m./p.m., Mountain Standard Time, this
28. Multiple Counter Offer shall be considered withdrawn.
29. Buyer: _____ Date: _____ Time: _____
30. Buyer: _____ Date: _____ Time: _____

SELLER FINAL ACCEPTANCE

31. Signature by Seller below and delivery to Buyer or Buyer's Broker as indicated above creates a binding agreement. Seller
32. revokes all other counter offers by separate notice and agrees to sell the Premises to the Buyer subject to the terms and
33. conditions contained herein.
34. Seller: _____ Date: _____ Time: _____
35. Seller: _____ Date: _____ Time: _____