

MULTIPLE OFFER/COUNTER OFFER

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- 1. This is a Multiple Offer Counter Offer originated by Buyer to the:
- 2. Offer Counter Offer dated _____ between the following Parties:
- 3. Seller: _____
- 4. Buyer: _____
- 5. Premises Address: _____

- 6. Acceptance of the above Offer/Counter Offer is contingent upon agreement to the following:
- 7. **Buyer is making one or more offer(s) to other prospective sellers on terms that may or may not be the same as contained herein. Acceptance of this Offer/Counter Offer by Seller shall not be binding unless and until it is subsequently finally accepted by Buyer and the final acceptance copy is delivered per Section 8m of the Contract to Seller's Broker within the time specified ("Final Acceptance").** Until Final Acceptance, the parties understand that the 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. Unless acceptance of this Multiple Offer/Counter Offer is signed by Seller and a signed copy delivered pursuant to Section 8m of the Contract and received by Broker named in Contract Section 8q by _____ at _____ a.m. p.m., Mountain Standard Time, this Multiple Offer/Counter Offer shall be considered withdrawn. Buyer acknowledges receipt of a copy hereof.

- 19. Buyer: _____ Date: _____ Time: _____
- 20. Buyer: _____ Date: _____ Time: _____

SELLER RESPONSE

- 21. An additional counter offer is attached and is incorporated by reference. Seller should sign both this Multiple Offer/Counter Offer and the additional counter offer. If there is a conflict between this Multiple Offer/Counter Offer and the additional counter offer, the provisions of the additional counter offer shall be controlling.

- 24. Seller: _____ Date: _____ Time: _____
- 25. Seller: _____ Date: _____ Time: _____

SELLER ACCEPTANCE

- 26. Seller agrees to the terms and conditions of this Multiple Offer/Counter Offer and acknowledges receipt of a copy hereof.
- 27. Unless final acceptance of this Multiple Offer/Counter Offer is signed by Buyer and a signed copy delivered pursuant to Section 8m of the Contract and received by Broker named in Contract Section 9a by _____ at _____ a.m. p.m., Mountain Standard Time, Seller's acceptance shall be considered withdrawn.

- 30. Seller: _____ Date: _____ Time: _____
- 31. Seller: _____ Date: _____ Time: _____

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BUYER RESPONSE TO SELLER ADDITIONAL COUNTER OFFER

- 32. An additional counter offer/multiple counter offer is attached and incorporated by reference.
- 33. If there is a conflict between this Multiple Offer/Counter Offer and the additional counter/multiple counter offer, the provisions of
- 34. the additional counter or multiple counter offer shall be controlling.

35. Buyer: _____ Date: _____ Time: _____

36. Buyer: _____ Date: _____ Time: _____

BUYER FINAL ACCEPTANCE

- 37. Signature by Buyer below and delivery to Seller or Seller's Broker as indicated above creates a binding agreement. Buyer revokes
- 38. all other offers by separate notice and agrees to purchase the Premises subject to the terms and conditions contained herein.

39. Buyer: _____ Date: _____ Time: _____

40. Buyer: _____ Date: _____ Time: _____

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DA/YR

SAMPLE