

# MULTIPLE COUNTER OFFER



THE PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE ARIZONA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1. This is a Multiple Counter Offer originated by the Seller to the:
2.  Offer  Counter Offer dated \_\_\_\_\_ between the following Parties:
3. Seller: SAMPLE FORM ONLY
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 contained herein. Acceptance of this Multiple Counter Offer by Buyer shall not be binding unless and until it is subsequently re-signed by Seller and the re-signed copy is delivered in person, by mail or facsimile to the Buyer or Buyer's Broker within the time specified ("Final Acceptance").** Until Final Acceptance, the Parties understand that the
10. Premises can be sold to someone else and/or either Party may withdraw any offer/counter offer to buy or sell the Premises.
11. \_\_\_\_\_
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 Counter Offer shall be considered withdrawn.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: \_\_\_\_\_