# BUYER'S COUNTER OFFER

**The Oregon Real Estate Agency has reviewed this form for compliance with the applicable provisions in ORS.696 and finds that it complies with those provisions.**

Re: Real Estate Sale Agreement No. _____ Seller's Counter Offer Dated _____ Date _____

Buyer: _____

Seller: _____

The real property described as: _____

_____

Buyer agrees to purchase the real and personal property on the terms and conditions set forth in Buyer's offer and Seller's counter offer except as modified below:

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_____ For additional provisions, see Addendum _____.

## AGREEMENT TO PURCHASE:

All provisions of Seller's counter offer except those modified herein are approved and accepted by Buyer. Time is of the essence of this counter offer. This counter offer shall automatically expire on _____ _____A.M. _____P.M., if not accepted within that time. However, Buyer may withdraw this counter offer any time prior to written acceptance.This counter offer may be accepted by Seller only in writing.

Buyer Signature _____ Date _____, _____ A.M._____P.M.

Buyer Signature _____ Date _____, _____ A.M._____P.M.

## AGREEMENT TO SELL:

☐ Seller **accepts** Buyer's counter offer;

☐ Seller **does not accept** Buyer's counter offer, but makes the attached counter offer;

☐ Seller **does not accept** Buyer's counter offer and makes no counter offer.

Seller agrees to pay to the Selling Firm or, if this is a co-op transaction, the Listing Firm the sum of $_____ closing for professional real estate services rendered in this transaction.

Seller acknowledges receipt of signed copies of Buyer's offer, Seller's counter offer and Buyer's counter offer which Seller has read and fully understands.

Seller Signature _____ Date _____, _____ A.M._____P.M.

Seller Signature _____ Date _____, _____ A.M._____P.M.

## BUYER'S ACKNOWLEDGMENT:

Buyer acknowledges receipt of a copy of Seller's written response to this counter offer, which documents Buyer has read and fully understands.

Buyer Signature _____ Date _____, _____ A.M._____P.M.

Buyer Signature _____ Date _____, _____ A.M._____P.M.

## RECEIPT OF EARNEST MONEY

(Use only if earnest money provided in Buyer's offer and/or Seller's counter offer is changed by Buyer's counter offer and/or Seller's counter offer.) Selling Firm acknowledges receipt of earnest money from Buyer **NOT** previously receipted for in the sum of $_____ evidenced by ☐ cash, ☐ check, ☐ promissory note payable on or before _____, which Selling Firm agrees to handle as provided in the Agreement.

Selling Licensee's signature _____

Listing Licensee _____ Selling Licensee _____

Listing Firm Broker's Initials/Date _____/ Selling Firm Broker's Initials/Date _____/_____

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