



# SELLER'S MULTIPLE COUNTER OFFER



NO. \_\_\_\_\_

Date \_\_\_\_\_

This is a Multiple Counter Offer originated by the Seller to the: \_\_\_\_\_ Offer, \_\_\_\_\_ Counter Offer dated \_\_\_\_\_ on the property known as \_\_\_\_\_ (“Property”) between \_\_\_\_\_ (“Buyer”) and \_\_\_\_\_ (“Seller”).

Acceptance of the above Offer or Counter Offer is contingent upon agreement to the following.

1. Seller is making one or more multiple counter offer(s) to other prospective buyers on terms that may or may not be the same as contained herein. Acceptance of Seller's Multiple Counter Offer by Buyer shall not be binding unless and until it is subsequently finally accepted by Seller and the final acceptance is delivered pursuant to Section 24 of the Residential Purchase Agreement within the time specified (“Final Acceptance”). Until Final Acceptance the parties understand that the Property can be sold to someone else and/or either party may withdraw any offer/counteroffer to buy or sell the Property.
2. Paragraphs in the Offer that require initials by all parties but are not initialed by all parties are excluded from the final agreement unless specifically referenced for inclusion in paragraph 3 of this or another Counter Offer. All other terms of the Residential Purchase Agreement, including all prior counter offers and addenda not modified by this Counter Offer shall remain the same.

3. OTHER TERMS:

4. \_\_\_\_\_ (CHECK IF APPLICABLE) Seller has received multiple offers. Seller requests Buyer to submit their highest and best offer for consideration by the Seller.

ENTIRE AGREEMENT: This Counter Offer supersedes any and all prior oral or written negotiations. Any and all verbal communications between or among the Buyer and Seller or any agent or broker do not constitute or create an obligation on the part of the Seller to sell a property to anyone under any terms.

EXPIRATION: This Counter Offer shall expire unless a copy hereof with Buyer's written acceptance is delivered pursuant to Section 24 of the Residential Purchase Agreement by: Date \_\_\_\_\_ Time: \_\_\_\_\_.

Date: \_\_\_\_\_ Seller's Signature \_\_\_\_\_

Date: \_\_\_\_\_ Seller's Signature \_\_\_\_\_

**BUYER'S RESPONSE:** The undersigned Buyer hereby:

\_\_\_\_\_ accepts the Counter Offer;  
\_\_\_\_\_ accepts the terms of this Counter Offer subject to the attached Counter Offer No. \_\_\_\_\_; or  
\_\_\_\_\_ rejects the Counter Offer.

Date: \_\_\_\_\_  
\_\_\_\_\_ Buyer's Signature

Date: \_\_\_\_\_  
\_\_\_\_\_ Buyer's Signature

**SELLER'S RESPONSE:** The undersigned Seller hereby:

\_\_\_\_\_ accepts the terms of this Counter Offer subject to the attached Counter Offer No. \_\_\_\_\_; or  
\_\_\_\_\_ rejects the Counter Offer.

Date: \_\_\_\_\_  
\_\_\_\_\_ Seller's Signature

Date: \_\_\_\_\_  
\_\_\_\_\_ Seller's Signature

**SELLER'S FINAL ACCEPTANCE:** The undersigned Seller hereby:

\_\_\_\_\_ accepts the Counter Offer and creates a binding agreement. Seller revokes all other counter offers by separate notice and agrees to sell the Property to the Buyer subject to the terms and conditions contained herein.

Date: \_\_\_\_\_  
\_\_\_\_\_ Seller's Signature

Date: \_\_\_\_\_  
\_\_\_\_\_ Seller's Signature

(Note: Pursuant to NAC 645.632, the acceptance or rejection must be in writing, regardless of whether the Counter Offer has expired, and it must be signed by the principal.)