

COUNTER OFFER ADDENDUM

This **Counter Offer Addendum** is an offer to buy or sell property. Carefully read the terms of this counter offer and the terms of any document referenced as part of this counter offer. If they are not completely acceptable to you, you may continue negotiations or reject this counter offer. If you desire to continue negotiations, a new Counter Offer Addendum should be prepared, and this Counter Offer Addendum should not be signed. The unsigned Counter Offer Addendum will not become a part of any agreement ultimately signed by all parties and should be kept in the licensee's permanent files. **ONLY THOSE CHANGES NOTED ON THE FINAL ACCEPTED COUNTER OFFER ALTER THE ORIGINAL OFFER AND ALL OTHER TERMS OF THE ORIGINAL OFFER REMAIN INTACT.** To reject this counter offer, do not sign it.

SELLER: _____

BUYER: _____

PROPERTY: _____

DATE OF INITIAL OFFER: _____

Only the terms contained in this Counter Offer, together with the remaining unchanged terms of the Initial Offer (including any addenda or riders attached thereto hereby referred to as Original Contract), constitute the new offer.

1. ADDENDA.

Check applicable box: ☐ Changed from Original Contract (section must be completed)
☐ Same as Original Contract (refer to Original Contract)

☐ Addendum added: _____

☐ Addendum removed: _____

2. PURCHASE PRICE.

Check applicable box: ☐ Changed from Original Contract (section must be completed)
☐ Same as Original Contract (refer to Original Contract)

The **Purchase Price** for the Property is: \$ _____

a. Earnest Money will be delivered to Licensee Assisting Seller or Escrow Agent within _____ calendar days (refer to Original Contract, if left blank) after the Effective Date (the "Delivery Period") and must comply with state laws as defined in the Earnest Money and Additional Deposits paragraph of this Contract.

If Earnest Money is not delivered during the Delivery Period, SELLER may cancel this Contract by written notice any time prior to delivery of the Earnest Money.

SELLER | SELLER Initials

Initials BUYER | BUYER

b. **Earnest Money** in the amount of\$ (b)
in the form of: *(Check one)*
☐ Check/Electronic Funds Transfer/ACH ☐ Other

Deposited with:
(*Check one*) ☐ refundable ☐ non-refundable

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held
subject to the terms of the Earnest Money and Additional Deposits paragraph.

c. **Additional Earnest Money** in the amount of (ZERO (\$0) if left blank).....\$ (c)
will be delivered on or before in the form of: *(Check one)*
☐ Check/Electronic Funds Transfer/ACH ☐ Other

Deposited with:
(*Check one*) ☐ refundable ☐ non-refundable

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held
subject to the terms of the Earnest Money and Additional Deposits paragraph.

d. **Total Amount Financed by BUYER** (Zero (\$0) if Cash Sale)
(not including financed mortgage insurance premiums, VA
Funding Fee or other closing costs, if any)\$ (d)

e. **Balance of Purchase Price to be paid in CERTIFIED FUNDS**
Purchase Price (less b, c & d of this paragraph) on or before the
Closing Date\$ (e)
☐ Includes Lender(s) approved down payment assistance.

3. **TOTAL ADDITIONAL SELLER EXPENSES:**

Check applicable box: ☐ Changed from Original Contract (section must be completed)
☐ Same as Original Contract (refer to Original Contract)

a. **SELLER Compensation to Broker assisting BUYER.** SELLER agrees to
pay Broker assisting BUYER from SELLER'S funds at Closing.....\$

b. **Additional SELLER paid costs.** In addition to any other costs SELLER
agreed to pay herein, SELLER agrees to pay other allowable closing
costs permitted by Lender(s) and/or prepaid items for BUYER, not
to exceed:\$

c. **Costs Not Payable by BUYER.** Some lending programs may prohibit
a BUYER from paying certain closing-related costs. SELLER agrees to
pay all costs associated with obtaining the BUYER'S loan(s) which
the program rules will not permit the BUYER to pay, not to exceed:\$

TOTAL ADDITIONAL SELLER EXPENSES\$

SELLER SELLER	Initials	Initials	BUYER BUYER
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95 **4. CLOSING AND POSSESSION.**

96 Check applicable box: ☐ Changed from Original Contract (section must be completed)
97 ☐ Same as Original Contract (refer to Original Contract)
98

99 Closing will be on or before _____ ("Closing Date").
100

101 Possession will be on or before _____ ("Possession Date") at _____ o'clock _____. m., (if left blank,
102 the **Possession Date** will be 5:00 P.M. on the Closing Date).
103

104 When all documents and funds have been executed and delivered into escrow with the title company(s) or other
105 Closing Agent(s), the Closing will be completed.
106

107 **BUYER must not occupy the Property or place personal property in or on it prior to completion of the**
108 **Closing and disbursement or availability of SELLER'S proceeds, if any, unless otherwise agreed upon**
109 **in writing by the BUYER and the SELLER.**
110

111 **5. BASE CONTRACT-Paragraph #_____ or ☐_____ Addendum-Paragraph #_____**
112 **is changed as follows:** _____
113 _____
114 _____
115 _____
116 _____
117 _____
118

119 **6. BASE CONTRACT-Paragraph #_____ or ☐_____ Addendum-Paragraph #_____**
120 **is changed as follows:** _____
121 _____
122 _____
123 _____
124 _____
125 _____
126

127 **7. BASE CONTRACT-Paragraph #_____ or ☐_____ Addendum-Paragraph #_____**
128 **is changed as follows:** _____
129 _____
130 _____
131 _____
132 _____
133 _____
134

135 **8. ☐ ADDITIONAL TERMS. (Check if applicable) The _____ additional pages attached to this Counter**
136 **Offer Addendum contain terms and conditions which are an integral part of this Contract.**
137

138 **9. EXPIRATION.** This Counter Offer must be accepted on or before _____ (five (5)
139 days from the earliest signature below, if left blank) at _____ o'clock _____. m. (11:59 p.m., if left blank)
140 unless accepted or withdrawn before expiration. **Until this Counter Offer has been accepted in writing, the**
141 **parties understand either party may withdraw such party's offer to buy or sell the Property. This**
142 **expiration date will supersede all prior expiration dates.**

SELLER | SELLER Initials

Initials BUYER | BUYER

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

All parties agree that this transaction can be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER'S Lender.

SELLER	DATE	BUYER	DATE
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SELLER	DATE	BUYER	DATE
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BROKERAGE	BROKERAGE
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ADDRESS	ADDRESS
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Name of Licensee assisting Seller (Please Print)	Name of Licensee assisting Buyer (Please Print)
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Listing Licensee's Contact # / Brokerage Contact #	Selling Licensee's Contact # / Brokerage Contact #
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Listing Licensee's Email Address	Selling Licensee's Email Address
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TO BE COMPLETED BY LICENSEE UPON ☐ SELLER'S ☐ BUYER'S REJECTION OF THIS COUNTER OFFER:

Licensee acknowledges receipt of this counter offer and has made a presentation to the

☐ SELLER ☐ BUYER on _____
(Date) (Time)

By: _____
☐ Licensee assisting Seller ☐ Licensee assisting Buyer

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised October 2024. All previous versions of this document may no longer be valid. Copyright August 2026.