

To: Seller

From: Duffy Realty Contracts Department

An Important Message About Counter Offer Forms:

Counter offer forms DO NOT acknowledge any previous offers – so your counter offer that you made by crossing out the items on the Purchase and Sale Agreement is no longer valid. In other words, if your request is not on this counter offer form, it is not agreeable to the buyer. Only refer to the original offer and this counter offer as to the terms of the contract.

Example: The original offer says \$5,000 in closing. You counter on the Purchase and Sale Agreement \$3,000. Then counter offer form comes from the buyer's agent and says nothing about closing costs. This means that you are officially back to \$5,000 in closing costs as they have not agreed to your \$3,000. This stands for ANY item that you have negotiated that is not acknowledged in the counter offer.

And thus why we don't use counter offer forms... But, we can make do as long as you are clear on what is going on.

Another Example: Offer from buyer's agent comes in with the seller cleaning the baseboards of the home. On the counter that the seller makes on the Purchase and Sale Agreement, they mark out the cleaning part and add that they will pay \$100.00 to the Buyer to have them cleaned.

A new counter offer from the buyer's agent comes in on the counter offer form and does not mention anything about the baseboards. This means that the buyer thinks that the seller is cleaning the baseboards, NOT giving them money.

To Be Safe: Write ALL terms and stipulations that you think are applying to the transaction to the counter offer form.

Thank you for your business,

Rhonda Duffy and Team