

# COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER



This Counteroffer is made at \_\_\_\_\_ o'clock \_\_\_\_\_ m. on the date of \_\_\_\_\_.

**2022 Printing**

**This is a Counteroffer** to or modification of, as the case may be, (hereinafter collectively "Counteroffer") the unaccepted original offer set forth in the Purchase and Sale Agreement dated \_\_\_\_\_ including all exhibits attached hereto or incorporated by reference therein ("Original Offer") for property located at: \_\_\_\_\_, Georgia \_\_\_\_\_ ("Property").

- A. Previous Counteroffers Rejected.** The party making this Counteroffer acknowledges that in doing so: 1) it constitutes a rejection of the Original Offer as presented and all previous counteroffers; 2) the Original Offer and all previous counteroffers are no longer available for acceptance; 3) no previous counteroffer(s) shall be considered a part of any agreement between the parties; and 4) nothing requires the other party to continue the negotiations.
- B. Relationship between Original Offer and This Counteroffer.** The Original Offer is hereby incorporated by reference into this Counteroffer. However, the terms of this Counteroffer shall modify and control over any conflicting or inconsistent provisions contained in the Original Offer.
- C. Effect of Accepting This Counteroffer.** When this Counteroffer is signed by the Buyer and Seller and a copy of the same is delivered to both parties, the Original Offer as modified by this Counteroffer constitutes a legally binding agreement. Since the Original Offer (including all exhibits thereto) is incorporated by reference into this Counteroffer, only this Counteroffer needs to be signed to create a legally binding agreement between the parties.
- D. Clean Copy of Agreement.** At any time prior to closing, either party if so requested by the other shall sign a conformed or "clean" copy of the Agreement combining the terms of Original Offer with the controlling and supplemental provisions of this Counteroffer into one (1) document, including initialing or signing, as the case may be, all exhibits. (Include SS622 Conformed Copy of Agreement in conformed or "clean" copy of Agreement)
- E. Terms and Conditions.** The following terms and conditions of the Original Offer are modified as follows: *[The sections not filled in or marked N/C (for "no change" which shall mean that no change is being proposed to that section of the agreement) shall not be a part of this Counteroffer and shall remain the same as set forth in the Original Offer.]*

<b>Purchase Price of Property to be Paid by Buyer:</b> \$ _____	<b>Closing Costs:</b> Seller's Contribution at Closing: \$ _____
<b>Closing and Possession.</b> Closing Date shall be _____ with possession of the Property transferred to Buyer at <input type="checkbox"/> Closing <b>OR</b> <input type="checkbox"/> _____ days after Closing at _____ o'clock <input type="checkbox"/> AM <input type="checkbox"/> PM (attach F219 Temporary Occupancy Agreement).	
<b>Holder of Earnest Money ("Holder"):</b> (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.)	<b>Closing Law Firm:</b>
<b>Earnest Money:</b> Earnest Money shall be paid by <input type="checkbox"/> check <input type="checkbox"/> ACH <input type="checkbox"/> cash or <input type="checkbox"/> wire transfer of immediately available funds as follows: <input type="checkbox"/> 1. \$ _____ as of the Offer Date. <input type="checkbox"/> 2. \$ _____ within _____ days from the Binding Agreement Date. <input type="checkbox"/> 3. _____	
<b>Inspection and Due Diligence.</b> Property is being sold subject to a Due Diligence Period of _____ days from the Binding Agreement Date.	
<b>Time Limit of this Counter Offer:</b> This Counteroffer, which incorporates and controls over the Original Offer, shall expire at _____ o'clock _____ m. on the date of _____ unless prior to that time it is accepted in writing and notice (as that term is defined in the Original Offer) is delivered to the party who made the Counteroffer.	

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

F. Other Modifications to the Original Offer:

FOR TRAINING ONLY

Additional pages are attached.

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

This Counteroffer is made at \_\_\_\_\_ o'clock \_\_\_\_\_ m. on the date of \_\_\_\_\_.

By signing this Counteroffer, Buyer and Seller acknowledge that they have each read and understood this Counteroffer and agree to its terms.

**Buyer Acceptance and Contact Information**

**1 Buyer's Signature**

Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Address for Receiving Notice \_\_\_\_\_

Buyer's Phone Number:  Cell  Home  Work

Buyer's E-mail Address \_\_\_\_\_

**2 Buyer's Signature**

Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Address for Receiving Notice \_\_\_\_\_

Buyer's Phone Number:  Cell  Home  Work

Buyer's E-mail Address \_\_\_\_\_

Additional Signature Page (F267) is attached.

**Buyer's Broker/Affiliated Licensee Contact Information**

Buyer Brokerage Firm \_\_\_\_\_

**Broker/Affiliated Licensee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print or Type Name \_\_\_\_\_ GA Real Estate License # \_\_\_\_\_

Licensee's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Licensee's E-mail Address \_\_\_\_\_

REALTOR® Membership \_\_\_\_\_

Broker's Address \_\_\_\_\_

Broker's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

MLS Office Code \_\_\_\_\_ Brokerage Firm License Number \_\_\_\_\_

**Seller Acceptance and Contact Information**

**1 Seller's Signature**

Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

Seller's Address for Receiving Notice \_\_\_\_\_

Seller's Phone Number:  Cell  Home  Work

Seller's E-mail Address \_\_\_\_\_

**2 Seller's Signature**

Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

Seller's Address for Receiving Notice \_\_\_\_\_

Seller's Phone Number:  Cell  Home  Work

Seller's E-mail Address \_\_\_\_\_

Additional Signature Page (F267) is attached.

**Seller's Broker/Affiliated Licensee Contact Information**

Seller Brokerage Firm \_\_\_\_\_

**Broker/Affiliated Licensee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print or Type Name \_\_\_\_\_ GA Real Estate License # \_\_\_\_\_

Licensee's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Licensee's Email Address \_\_\_\_\_

REALTOR® Membership \_\_\_\_\_

Broker's Address \_\_\_\_\_

Broker's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

MLS Office Code \_\_\_\_\_ Brokerage Firm License Number \_\_\_\_\_

**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of \_\_\_\_\_ and has been filled in by \_\_\_\_\_.