



COUNTEROFFER TO OR MODIFICATION OF THE UNACCEPTED ORIGINAL OFFER



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

2014 Printing

This is a Counteroffer to or modification of, as the case may be, (hereinafter collectively "Counteroffer") the unaccepted original offer ("Original Offer") set forth in the Purchase and Sale Agreement dated _____ for property located at: _____, Georgia _____ ("Property"). The Original Offer is hereby incorporated in its entirety into this Counteroffer by reference.

- A. **Previous Counteroffers Rejected.** Any and all previous Counteroffers made by either party are hereby rejected and shall not be considered a part of any future agreement between the parties.
- B. **Effect of Accepting This Counteroffer.** The terms of this Counteroffer shall modify the Original Offer and control over any conflicting or inconsistent provisions contained therein. The acceptance of this Counteroffer only needs to be evidenced by the parties signing this Counteroffer. This Counteroffer along with the Original Offer shall constitute the entire, legally binding agreement of the parties relative to the purchase and sale of the above-referenced Property. The Binding Agreement Date of such agreement shall be the date when the party who made this Counteroffer receives notice (as that term is defined in the Original Offer), that it has been timely accepted prior to the end of the time limit of this Counteroffer.
- C. **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.
- D. **Terms and Conditions.** The following terms and conditions of the Original Offer are modified as follows: *[The sections not filled in or marked N/A shall not be a part of this Counteroffer.]*

Purchase Price of Property to be Paid by Buyer: \$ _____	Seller's Monetary Contribution at Closing: \$ _____
Closing Date: _____	Seller Retains Possession of Property Through: _____
Holder of Earnest Money ("Holder"): _____	Closing Law Firm: _____

Earnest Money: Earnest Money shall be paid by check cash wire transfer of immediately available funds as follows:

- 1. \$ _____ as of the Offer Date.
- 2. \$ _____ within _____ days from the Binding Agreement Date.
- 3. _____

Property is being sold subject to a Due Diligence Period of _____ days from the Binding Agreement Date.

E. Other Modifications to the Original Offer:

Additional pages are or are not attached.

Time Limit of this Counteroffer: This Counteroffer 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.



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

Buyer Acceptance and Contact Information

1. _____
Buyer's Signature

Print or Type Name

Buyer's Address

Buyer's E-mail Address

Buyer's Phone #

Fax #

2. _____
Buyer's Signature

Print or Type Name

Buyer's Address

Buyer's E-mail Address

Buyer's Phone #

Fax #

Selling Broker/Affiliated Licensee Contact Information:

Selling Broker

By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name

MLS Office Code

Brokerage Firm License Number

Phone #

Fax #

E-Mail

Selling Agent's Georgia Real Estate License Number

Member of: _____ of REALTORS®

Seller Acceptance and Contact Information

1. _____
Seller's Signature

Print or Type Name

Seller's Address

Seller's E-mail Address

Seller's Phone #

Fax #

2. _____
Seller's Signature

Print or Type Name

Seller's Address

Seller's E-mail Address

Seller's Phone #

Fax #

Listing Broker/Affiliated Licensee Contact Information:

Listing Broker

By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name

MLS Office Code

Brokerage Firm License Number

Phone #

Fax #

E-Mail

Listing Agent's Georgia Real Estate License Number

Member of: _____ of REALTORS®

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

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