



**ADDENDUM NO. \_\_\_\_\_**  
**TO**  
**REAL ESTATE PURCHASE CONTRACT**  
**(MULTIPLE OFFERS)**



**THIS IS A COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, including all prior addenda and counteroffers, between \_\_\_\_\_ as Buyer, and \_\_\_\_\_ as Seller, regarding the Property located at \_\_\_\_\_ (the "Property").

**1. Notice of Multiple Offers.** Buyer is advised that Buyer's purchase offer (as contained in the REPC), is one of two or more purchase offers ("Multiple Offers") that Seller has received from separate interested buyers. Rather than accept any of the Multiple Offers, Seller has elected to provide a counteroffer to each interested buyer. The terms below represent Seller's counteroffer to Buyer.

**2. Terms of Counteroffer.** The REPC is hereby modified as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**3. Not Binding Unless Notified by Seller.** Buyer shall have until \_\_\_\_\_ [ ] AM [ ] PM (MST) on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, to accept the terms of this Counteroffer in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this Counteroffer shall lapse. Buyer agrees however, that in the event Buyer accepts the terms of this Counteroffer, **SELLER SHALL NOT BE OBLIGATED TO SELL THE PROPERTY TO BUYER, AND THERE SHALL BE NO BINDING CONTRACT BETWEEN BUYER AND SELLER, UNLESS BUYER RECEIVES WRITTEN NOTIFICATION FROM SELLER BY 5:00 P.M. (MST) ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, (THE "NOTIFICATION DEADLINE") THAT BUYER'S PURCHASE OFFER AS CONTAINED IN THE REPC (AND AS MODIFIED BY THIS COUNTEROFFER) IS THE SUCCESSFUL PURCHASE CONTRACT FOR THE PROPERTY.** If by the Notification Deadline, Seller fails to provide Buyer with such written notice, this Counteroffer and any other negotiations or agreements between Buyer and Seller shall be deemed automatically null and void; and Buyer's Earnest Money Deposit shall be promptly returned to Buyer.

**TO THE EXTENT ANY TERMS OF THIS ADDENDUM** modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this Counteroffer shall remain the same.

\_\_\_\_\_  
 [ ] Buyer [ ] Seller Signature (Date) (Time) [ ] Buyer [ ] Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

[ ] **ACCEPTANCE** of ADDENDUM/COUNTEROFFER: [ ] Seller [ ] Buyer hereby accepts the terms of this ADDENDUM/COUNTEROFFER.

[ ] **COUNTEROFFER:** [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached Counteroffer No. \_\_\_\_\_

\_\_\_\_\_  
 (Signature) (Date) (Time) (Signature) (Date) (Time)

[ ] **REJECTION:** [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM/COUNTEROFFER. [ ] Initials