## **Real Estate Counter Offer Form Template**

**This form serves as a formal counteroffer to the buyer's initial offer on the property listed below. Completion of this form does not constitute acceptance of the offer until signed by all parties involved. All fields must be completed accurately.**

## **1. Property Information**

* **Property Address**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **City**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **State**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **ZIP Code**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Legal Description of Property (if applicable)**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **2. Parties Involved**

* **Seller(s) Name(s)**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Seller(s) Contact Information**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Buyer(s) Name(s)**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Buyer(s) Contact Information**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Seller's Representative/Agent**:
* Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Contact Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Buyer's Representative/Agent**:
* Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Contact Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Comment: For a checklist to help you stay organized and prepared, refer to our [Real Estate Agent Checklist for Buyers](https://ksrealtyagent.com/spreadsheets/real-estate-agent-checklist-for-buyers/).

## **3. Offer Details**

* **Buyer's Original Offer** (from Purchase Agreement):
* Offer Price: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Terms of the Original Offer (summary if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Seller's Counteroffer Terms** (Revised Terms Submitted Below):
* **Revised Purchase Price** (Counteroffer Amount): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Closing Date** (Proposed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Earnest Money Deposit** (if applicable): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Included Items in Sale** (e.g., fixtures, appliances): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **4. Terms and Conditions of Seller's Counteroffer**

* **Closing Costs**:
* Seller to pay (if any): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Buyer to pay (if any): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Financing Terms (If Adjusted):**
* Buyer to secure financing by (date): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Inspection Contingency Adjustments**:
* Inspection contingency deadline (if modified): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  + Repairs to be completed by seller (if any): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  + [Home inspection](https://ksrealtyagent.com/home-selling/who-pays-for-home-inspection-when-selling-a-house/): Typically the buyer pays for this, but it is negotiable.
* **Other Terms** (e.g., conditions, included repairs):  
   \_**\_  
   \_**\_

## **5. Expiration of Counteroffer**

This counteroffer will expire on **[Date]** at **[Time]**, unless accepted in writing by all parties before the expiration time.

* Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Expiration Time (e.g., 5 PM): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **6. Additional Information**

* **Prior Offers/Document References** (Attach if needed):  
   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Any additional terms or special agreements must be listed here or in an attached document, signed by both parties.

## **7. Instructions for Completion**

1. Review all fields to ensure accuracy and completeness.
2. Submit the completed form to the agent or representative of the other party before the expiration date.
3. Include any related documents (e.g., inspection reports, prior agreements) relevant to this counteroffer.
4. Sign and date to finalize submission.

## **8. Acceptance by Buyer**

By signing this form, the buyer agrees to all terms set forth in this counteroffer, creating a legally binding agreement.

* **Buyer Name(s)** (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Signature(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **9. Acceptance by Seller**

By signing this form, the seller agrees to all terms set forth in this counteroffer, creating a legally binding agreement.

* **Seller Name(s)** (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Signature(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **10. Acknowledgment of Receipt**

By signing below, all parties acknowledge receipt of this form and agree to its terms or reject as noted:

* **Received by** (Party Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Date** Received (if different from above): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Signature to Confirm Receipt** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **11. Notations (if applicable):**

State here:

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### **Disclaimer**

The content above is for informational purposes only and should not be considered legal advice. Please consult with a professional for any legal matters related to your specific situation.