



**Counter Offer
on Americana Listing**

Counter Offer #: _____

Property Address: _____
Buyer's Name(s): _____
Buyer Agent/Company: _____
Seller's Name(s): _____
Americana Seller Agent Name: _____
Date of Original Offer: _____

1. The Original Offer tendered on the above described property is not accepted in its present form and is hereby modified as follows:

Loan application: Loan application is required to be submitted with offer unless offer is a cash offer.

Contingency: No contingencies.

Escrow company: Escrow company will be designated by seller.

Warranty: No home owner warranty is provided.

Possession: Possession is immediate upon closing.

Due Diligence: Due diligence must take place within 10 days.

Inspections: Inspection must take place within 10 days.

Appraisal: Appraisal must take place within 10 days.

Walk Through: Walk-through must take place a minimum of 3 days before closing.

Assessments: Assessments are pro-rated.

HOA Transfer: Buyer pays for HOA transfer.

HOA Documents: Seller pays for HOA documents.

SID/LID: SID/LID costs, if any, are pro-rated.

Taxes: Taxes are pro-rated.

Certifications: No certifications

Appraisal: Buyer Pay for Appraisal

Escrow Fees: to be 50/50

Lender's Title Policy: Paid By Seller

Owner's Title Policy: Paid By Seller

Real Property Transfer Tax: Paid By Seller

If checked below: MULTIPLE COUNTER OFFERS: Seller is making a Counter Offer(s) to another prospective buyer(s) on terms that may or may not be the same as in this counter offer. Acceptance of this Counter Offer by buyer **shall not** be binding unless and until it is subsequently re-signed by the seller(s) in paragraph 19 and a copy of the Counter Offer signed in paragraph 19 is served upon buyer or buyer's agent. Prior to the completion of all these events, buyer and seller shall have no duties or obligations for the purchase or sale of the property.

This counter offer **IS** one of multiple counter offers

This counter offer is **NOT** one of multiple counter offers

- 2. "Seller's Real Property Disclosure Statement"** ("SRPDS") dated _____ by reference hereto (if not already) is hereby delivered to Buyer and is incorporated as a part of this Purchase Agreement. Unless otherwise specified and agreed to in writing by both parties within this purchase agreement, Buyer agrees to accept all noted defects of property, if any, listed on the "SRPDS" and it's attachments without any compensation from Seller for repairs and/or replacement of listed defects. **BUYER INITIALS** _____
- 3. Certificate of Resale** If escrow should fail to close, Buyer agrees to return entire package of certificate of resale or reimburse Seller for the cost of the package from earnest monies. **BUYER INITIALS** _____
- 4. Homeowner's Insurance** Buyer agrees to obtain written commitment for homeowner's insurance within _____ calendar days from acceptance of this offer and provide such acceptance to Seller or Seller's Agent. In the absence of writing to the contrary, within that same time frame, it shall be deemed that Buyer accepts property's insurability.
- 5. New Financing/Interest Rate/Delivery of Loan Approval/Lender Cooperation** If to new financing, Seller's acceptance of this offer is contingent upon lender's preliminary written approval of Buyer within _____ calendar days from acceptance of this offer. In the event this approval is not provided by the mortgage company to Seller or Seller's agent, Seller may, at their sole and absolute discretion, cancel this transaction. FINAL & COMPLETE loan approval to be provided _____ calendar days from acceptance of this offer. In the event this FINAL & COMPLETE approval is not provided by the mortgage company to Seller or Seller's agent, Seller may, at their sole and absolute discretion, cancel this transaction and accept any back up offers or new offers from other parties. Offer is not contingent upon Buyer's ability to obtain either a specific interest rate or payment. Buyer herein authorizes lender of Buyer to provide any pertinent information on loan status to Agents for Buyer and Seller. Buyer and Buyer Agent agree to inform listing agent, in writing, within 24 hours of a.) any change of lenders, including the new lenders name/company/contact information and b.) of any notification of loan denial.
- 6. Credit Information** If Buyer is to pay all or a portion of the purchase price by executing a promissory note in favor of Seller or if an existing loan is to be formally assumed by Buyer and, therefore, Seller remains liable for repayment of same, this contract is contingent upon Seller's approval of Buyer's financial ability and credit worthiness, which approval shall be at Seller's sole and absolute discretion. Buyer, at their own expense, to supply Seller with information and documents concerning Buyer's financial, employment and credit conditions within _____ calendar days from acceptance of this contract. If this information is not provided or if Seller gives written disapproval within that same time period, this contract shall terminate; otherwise, this condition will be considered satisfied.
- 7. Undisclosed Contingency** Buyer certifies there does not exist the requirement of the sale or lease of any other property in order to have the ability to obtain the loan or to have the necessary down payment for the loan for this property. In the event seller agrees to a contingency based upon sale or lease of another property, it is contingent upon Buyer supplying, within 48 hours of acceptance, copies of contracts on all properties that need to close in order for this property to close, including contact information on all agents, lenders and title/escrow officers. Seller then has 48 hours to review and approve or disapprove, in writing, of the supplied documentation. If Seller disapproves of the documentation, this transaction, at the sole discretion of Seller is terminated, with no further obligation to Buyer.
- 8. Appraisal** Buyer to pay for appraisal(s) , Seller to pay for appraisal(s) , Seller to reimburse Buyer for appraisal(s) upon successful closing of Escrow.

8(a). **If Checked** Buyer and Seller Acknowledge that in the current Real Estate market, appraiser's valuation placed on the property is not always reflective of the true market value of the property today, since they are working with historical data which may be up to six months old. The value is determined by what buyers are willing to pay and what sellers are willing to accept. Therefore, buyer acknowledges he can and will purchase the property for the agreed upon price, making up the difference in cash if necessary, and this will then remove any and all contingencies regarding appraised value.

BUYER INITIALS _____

- 9. Loan Costs** Seller to pay a maximum of \$ Zero towards all lender and/or Buyer closing costs including but not limited to all mandatory/allowable FHA/VA charges, both recurring and non-recurring, discount points, impounds/prorations, tax service, flood certification, pest inspections, processing, warehousing, application, documentation preparation fees. Any overage or unused portion to be credited back to Seller.
- 10. Home Inspection Repair Costs/Walkthrough** All inspections to be performed and approved or rejected by Buyer within 3 days of acceptance date. Buyer or Buyer's agent is to be present for any and all inspections, including walkthrough. Seller shall pay a maximum of \$ Zero towards items discovered to be defective or in immediate need of repair by a Home Inspection of Buyer, which are structural, plumbing, electrical, heating and cooling systems, as well as any unsafe conditions at the property. Any items in excess of these costs shall be the responsibility of Buyer.

(10. cont) Items noted 'beyond normal life expectancy,' but operable shall not be repaired at Seller's expense. Items discovered via a mold and/or pest inspections are not included in Seller's obligations discussed in this paragraph. Cosmetically, the property is to be conveyed in current condition, broom clean, and the property cleared of debris. Even if original offer did not contain requirement of walkthrough, a walkthrough shall be performed or waived, in writing, by Buyer. If not waived, Buyer shall have the right to make a final inspection of the property no sooner than five (5) calendar days prior to close of escrow, not as a contingency of the sale, but solely to confirm that Seller has completed alterations, repairs, replacements, or modifications as agreed in writing by Buyer and Seller and has complied with warranty obligations, if any, and the property is otherwise in substantially the same condition as on the date of the acceptance of the offer. Seller to ensure that utilities remain or be on so walkthrough can be performed. Buyer, herein agrees to hold Prudential Americana Group, REALTORS® harmless from any and all liability after the close of escrow arising from the structural integrity, use of building materials, and/or operation of any systems connected thereto. A Buyer who does not conduct a walkthrough inspection waives recourse against Seller with regard to the condition of these items.

11. **LID/SID /ASSESSMENTS/BONDS/CIC ASSESSMENTS** Buyer to assume any and all LID / SID / Assessments / Bonds / CIC Assessments. These assessments to be verified by Buyer prior to opening of escrow. Opening of escrow will be deemed an acceptance of any assessment.

12. **MLS Information/Commission/Personal Property** MLS information is deemed reliable but NOT guaranteed, Buyer and Buyer's agent are to verify all information to their own satisfaction prior to opening of escrow. Any references to commission in original offer are void and commission offering in MLS as per this listing, at time and date of original offer shall control. Any items (such as appliances) of a personal property nature, *not* specifically mentioned or referenced to as part of the original offer, or counter offers, *will not* be conveyed with the property or this transaction. Only by addendum, or separate agreement by both Buyer and Seller shall any personal property transfer to Buyer and all such transferred personal property is not guaranteed to operate and transfers in 'as is' condition.

13. **No Automatic Extensions to Close of Escrow** If the offer contains an automatic extension to the close of escrow date it is hereby deleted from this transaction. Any extensions to the close of escrow date must be agreed upon, in writing, and signed by both Buyer and Seller.

14. **Penalty for Failure to Timely Close Escrow** Should escrow fail to timely close as detailed herein, due to no fault of the Seller, at the Seller's sole discretion, escrow may be extended to a mutually agreeable date under the following terms: Earnest money shall be rendered non-refundable, Earnest Money to be increased to \$ Zero . Additional earnest money to be deposited within 1 (one) business day of the date of extension being granted, Buyer shall pay a fee of \$ 99.00 per day, each day that escrow is extended.

15. **Other Terms** All other terms to remain the same as the Original Offer and Acceptance referenced above.

16. **Right to Accept Other Offers.** Seller reserves the right to accept any other offer prior to Buyer's and Seller's acceptance of all terms and conditions of the Original Offer and Counter-Offer(s) as evidenced by all parties' signatures on those documents and further by the delivery of those signed documents to both Buyer and Seller or their respective agents.

17. **Expiration** This Counter Offer shall expire within 24 hours from date and time of its execution as shown below, however, Seller reserves the right to withdraw this Counter any time prior to its acceptance by Buyer and delivery of signed acceptance to Seller or Seller Agent.

18.	
Seller: _____	Time: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Date _____
Seller: _____	Time: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Date _____
Seller Agent: _____	Ameg Office: _____ ID: _____ Phone: _____
Accepted: <input type="checkbox"/>	Rejected: <input type="checkbox"/> Countered: <input type="checkbox"/>
Buyer: _____	Time: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Date _____
Buyer: _____	Time: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Date _____
Buyer Agent: _____	Office: _____ ID: _____ Phone: _____

19. Multiple Counter Offer Signature Line: By signing below, seller accepts this multiple Counter Offer.	
Seller: _____	Time: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Date _____
Seller: _____	Time: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Date _____