



COUNTER OFFER
Hawaii Association of REALTORS® Standard Form
Revised 12/17 (NC) For Release 11/18

ANNOTATED - for use during
2/7/19 SFC Meeting



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Reviewed by: \_\_\_\_\_
Name of Principal Broker/Broker-in-Charge Signature Brokerage Firm
Counter Offer Reference Date: \_\_\_\_\_ Submitted by: [ ] Buyer [ ] Seller
Purchase Contract Reference Date: \_\_\_\_\_
Seller's Name: \_\_\_\_\_
Buyer's Name: \_\_\_\_\_
Property Reference or Address: \_\_\_\_\_ ("Property")
Tax Map Key: Div. \_\_\_\_\_/Zone \_\_\_\_\_/Sec. \_\_\_\_\_/Plat \_\_\_\_\_/Parcel \_\_\_\_\_/CPR \_\_\_\_\_ (if applicable).

This Counter Offer cancels and supersedes any and all prior Counter Offers. All previous Counter Offers that have not been fully executed are null and void. All terms and conditions from any prior Counter Offers that are to be retained must be restated in this Counter Offer.

INSTRUCTIONS:

- 1. To Accept this Counter Offer: Complete the boxed section entitled "Acceptance of Counter Offer".
2. To Make a NEW Counter Offer: Complete a new Counter Offer form with a new Counter Offer Reference Date.
3. Alternatively, Buyer may submit a new Purchase Contract.

FILL IN ALL CHECK BOXES. Write "NC" if no change and "X" if there is a change. In the blanks provided, clearly identify the specific change(s), deletion(s) or addition(s) which comprise the terms of this Counter Offer.

[ ] SECTION A: AGENCY DISCLOSURE \_\_\_\_\_
[ ] SECTION B: INITIAL EARNEST MONEY DEPOSIT RECEIPT \_\_\_\_\_

SECTION C: OFFER TO BUY AND PURCHASE PRICE

C-2 Purchase Price. The Purchase Price for the Property in U.S. dollars shall be paid as follows:

\$ \_\_\_\_\_ Initial Earnest Money Deposit
\$ \_\_\_\_\_ Additional Deposit paid into Escrow by \_\_\_\_\_
\$ \_\_\_\_\_ Balance of down payment (or balance of purchase price if all cash) paid into Escrow prior to closing
\$ \_\_\_\_\_ TOTAL CASH FUNDS FROM BUYER (exclusive of closing costs)
\$ \_\_\_\_\_ By way of \_\_\_\_\_
\$ \_\_\_\_\_
\$ \_\_\_\_\_ TOTAL PURCHASE PRICE

Should Buyer fail to make the Initial Earnest Money Deposit or Additional Deposit when due, Seller may elect to terminate this Purchase Contract pursuant to Paragraph O-1.

[ ] SECTION DC: ADDENDA (add or delete) \_\_\_\_\_

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE



**SECTION D: OFFER TO BUY AND PURCHASE PRICE**

[ ] D-2 **Purchase Price.** The Purchase Price for the Property in U.S. Dollars shall be paid as follows:

\$ \_\_\_\_\_ Initial earnest money deposit from Paragraph B-4

\$ \_\_\_\_\_ Additional deposit, if any, paid into Escrow on or before \_\_\_\_\_.

\$ \_\_\_\_\_ Balance of down payment (or balance of purchase price if all cash) paid into Escrow before closing.

\$ \_\_\_\_\_ TOTAL CASH FUNDS FROM BUYER (exclusive of closing costs).

\$ \_\_\_\_\_ By way of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_ **TOTAL PURCHASE PRICE**

**Failure by Buyer to make any of the scheduled deposits as required under Paragraph D-2 above shall constitute a default, and Seller may elect to terminate the Purchase Contract pursuant to Paragraph O-1.**

[ ] The following Sections of the Purchase Contract (E to S) and/or terms and conditions of any Addenda, are amended as follows. Please reference the appropriate Section, Paragraph, Subparagraph, or Addenda.

Multiple horizontal lines for listing amendments to the Purchase Contract.

**THIS COUNTER OFFER CANCELS AND SUPERSEDES ANY AND ALL PRIOR COUNTER OFFERS TO THE REFERENCED PURCHASE CONTRACT.**

The undersigned agree to sell/buy the above described Property on the terms and conditions set forth in the Purchase Contract, as amended by this Counter Offer and acknowledge receipt of a copy of this Counter Offer. **This Counter Offer can be withdrawn at any time prior to delivery of a written acceptance to the undersigned's Brokerage Firm.**

**EXPIRATION:** This Counter Offer shall expire at \_\_\_\_\_ [ ] AM/ [ ] PM on \_\_\_\_\_.

Signature of Party **Submitting** Counter Offer  
[ ] Buyer or [ ] Seller

Signature of Party **Submitting** Counter Offer  
[ ] Buyer or [ ] Seller

Title \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_ [ ] AM/ [ ] PM.

**ACCEPTANCE OF COUNTER OFFER:** I/We accept this Counter Offer and agree to sell/buy the Property on the terms and conditions in the Purchase Contract, as modified by this Counter Offer, and acknowledge receipt of a copy of this Counter Offer.

Acceptance Date: \_\_\_\_\_, \_\_\_\_\_ [ ] AM/ [ ] PM.

Signature of Party **Accepting** Counter Offer  
[ ] Buyer or [ ] Seller

Signature of Party **Accepting** Counter Offer  
[ ] Buyer or [ ] Seller

**NOTE:** THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this Agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply)