COUNTER OFFER
Hawaii Association of REALTORS® Standard Form
Revised ~~7/19 (NC)~~___ For Release ~~5/22~~___

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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(s) _____/CPR(s) _____ (if applicable).

EXPIRATION: This Counter Offer shall expire at _____ [ ] AM/ [ ] PM on _____.

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.

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 **This Counter Offer can be withdrawn at any time prior to delivery of a written acceptance to the undersigned's Brokerage Firm.**

INSTRUCTIONS TO RECEIVING PARTY:

1. **To Accept or Reject this Counter Offer: Complete the boxed section entitled "Acceptance or Rejection of Counter Offer" and indicate acceptance or rejection.**
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 _____
_____

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.

Commented [JK1]: Subcommittee: "I just wanted to do something about what I see in the Counteroffer under section C. There is no guidance to what to do for that section. No check box but should they add NC or add price when no change ? I see agents repeating the numbers to match PC and I also see NC. Is there a way we can clarity what to do for section C?"

[ ] SECTION D: ADDENDA (add or delete)____
____
____

[ ] **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.**

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

Title ____ Title ____

Date: ____, ____________ [ ] AM/ [ ] PM.

ACCEPTANCE OR REJECTION OF COUNTER OFFER: I/We confirm receipt of this Counter Offer and take the action indicated below.

[ ] Acceptance [ ] Notification of Rejection. Hawaii Administrative Rules 16-99-3(j).

____ ____
Signature of Party ***Receiving*** Counter Offer Signature of Party ***Receiving*** Counter Offer
[ ] Buyer or [ ] Seller [ ] Buyer or [ ] Seller

Title ____ Title ____

Date: ____, ___________ [ ] AM/ [ ] PM.

Reviewed by: ____________________________ __________________________ _____________________________________
Name of Receiving Principal Broker/Broker-in-Charge **Signature** **Brokerage Firm**

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).