

**4 PAGE COUNTER OFFER NUMBER 1**

**OFFEROR(S)** (Seller(s) or Buyer(s) – please circle one): \_\_\_\_\_

**OFFEREE(S)** (Seller(s) or Buyer(s) – please circle one): \_\_\_\_\_

**Real Property Address:** \_\_\_\_\_

**Date of Offer:** \_\_\_\_\_

The following Counter Offer is submitted: Any item checked applies.

- 1)  This may be a multiple counter offer. The seller reserves the right to accept other offers, prior to reviewing all replies to multiple counter offers. **NO CONTRACT IS FINAL UNTIL SELLER HAS ACCEPTED IN WRITING.**
- 2)  Sales Price to be \$ \_\_\_\_\_. Deposit/earnest money to be \$ \_\_\_\_\_.
- 3)  Offer is not contingent upon buyer(s) stated interest rate on purchase contract.
- 4)  If offer is FHA or VA, the mandated sellers loan contribution cannot exceed \$500.00.
- 5)  Buyer to pay for appraisal.
- 6)  If the buyer is asking the seller to pay any costs, the costs will not exceed \$ \_\_\_\_\_.
- 7)  If the buyer does not have underwritten loan approval subject only to appraisal and clear title, the offer will not be considered until the loan approval is completed.
- 8)  Appraisal must be completed six (6) business days upon acceptance of the offer. The appraised amount must be at or above the agreed upon offer price. The appraisal must be delivered to the listing agent in writing regardless of appraisal.
- 9)  Buyer(s) are aware that they are entitled to obtain the following warranties, inspections or certifications: Structural Inspection, Roof Certification, Pest Inspection, Mold Inspection and Home Warranty.
- 10)  The Close of Escrow date will not be automatically extended without the seller(s) and buyer(s) written authorization.
- 11)  If escrow does not close by the date stated on the contract due to no fault of the seller and no extension was granted, all earnest money is to be forfeited to the seller immediately and the contract is void.
- 12)  The MLS which is the distribution of listings by the Greater Las Vegas Association of Realtors (GLVAR) is deemed reliable but not guaranteed and as such is not considered a contract by the seller. All information stated in the MLS is to be verified by the buyer(s).
- 13)  No personal property is being distributed.

14)  Personal property is being distributed. Seller(s) and buyer(s) will make and sign a Bill of Sale before close of escrow. Buyer(s) or buyers agent to verify the make, model, and serial number, if necessary.

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15)  The following property is considered real property, but not limited to the house key(s), there also may be pedestal mailbox key(s), gate remote(s), and garage door opener remote(s).

These items below must remain.

Number of house key(s) \_\_\_\_\_

Number of pedestal mailbox key(s) \_\_\_\_\_

Number of gate remote(s) \_\_\_\_\_

Number of garage door opener remote(s) \_\_\_\_\_

16)  Any property considered real property and removed by the seller will be considered theft. Buyer(s) recourse is to report the incident to local law enforcement.

17)  All parties agree to a walk through prior to close of escrow. The seller has the right to repair items, however, the seller has the right to rescind if the items to be repaired found in the walk through affect or exceed the sellers required net.

18)  There are no special bonds or assessments.

19)  There are special bonds or assessments, the total is \_\_\_\_\_. The payments are \_\_\_\_\_, per  month  quarter  yearly. Balance is not more than \_\_\_\_\_.

20)  There are no CC&R's.

21)  CC&R's are available now. This offer will not be considered until Buyer signs off on the resale package.

22)  Sellers Real Property Disclosure statement is available now. This offer will not be considered until Buyer signs off.

23)  All parties are aware of freeways, highways, helicopter and airport traffic, etc. It is up to the buyer to verify noise, and current and future usage.

24)  There are no guarantees in regards to any schools whether they are 9 or 12 month, or what the school zoning is. It is up to the buyer(s) to verify with the Clark County School District.

25)  Nevada law mandates that Real Estate Licensees cannot disclose any type of death on the property, unless there is knowledge of a meth lab on the real property. The seller and licensees are not aware of any. If this is a concern, buyer(s) always have the right to verify this information through local law enforcement agencies.

26)  Nevada law mandates that Real Estate Licensees cannot disclose the knowledge of any sexual offender who may live in the area in the present or in the future. If this is a concern, buyer(s) always have the right to verify this information through local law enforcement agencies.



**OTHER TERMS:** All other terms to remain the same.

**RIGHT TO ACCEPT OTHER OFFERS:** Offeror, if applicable reserves the right to accept any other offer prior to Offerees written acceptance of this Counter Offer. ACCEPTANCE SHALL NOT BE EFFECTIVE UNTIL SELLER HAS ACCEPTED IN WRITING

**EXPIRATION:** This Counter Offer shall expire unless written acceptance is delivered to Offeror or his/her Agent on or before \_\_\_\_\_  a.m.,  p.m., on (date) \_\_\_\_\_.

**IF CHECKED,  AGREEMENT IS ACCEPTED AND BELOW SIGNATURES ATTEST:**

Offeror: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Offeror: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**The undersigned accepts the above Counter Offer.**

Offeree: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Offeree: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**NAC 645.632 Notification of rejection of offer or counteroffer.**

- 1. If a licensee represents a seller in a transaction, and if the seller does not accept an offer within a reasonable time after a counter offer has been presented to the seller, the licensee shall provide to the buyer or the representative of the buyer written notice signed by the seller which informs the buyer that the counter offer has not been accepted by the seller.
- 2. If a licensee represents a buyer in a transaction, and if the buyer does not accept an offer within a reasonable time after a counter offer has been presented to the buyer, the licensee shall provide to the seller or the representative of the seller written notice signed by the buyer which informs the seller that the counter offer has not been accepted by the buyer.

**IF CHECKED,  AGREEMENT IS SUBJECT TO ATTACHED COUNTEROFFER AND BELOW SIGNATURES ATTEST:**

Offeree: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Offeree: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**IF CHECKED,  AGREEMENT IS REJECTED AND BELOW SIGNATURES ATTEST:**

Offeree: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Offeree: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Broker: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_