

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CP40-8-24) (Mandatory 8-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

COUNTERPROPOSAL

Date: _____

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated _____ (Contract) between _____ (Seller) and _____ (Buyer) relating to the sale and purchase of the following legally described real estate in the County of _____, Colorado (insert legal description):

known as: _____ (Property).
Street Address
City
State
Zip

NOTE: If the table is omitted, or if any item is left blank or is marked in the “No Change” column, it means no change to the corresponding provision of the Contract. If any item is marked in the “Deleted” column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. **§ 3.1. Dates and Deadlines.** [Note: This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
1	§ 3	Time of Day Deadline			
2	§ 3	Alternative Earnest Money Deadline			
		Title			
3	§ 8	Record Title Deadline (and Tax Certificate)			
4	§ 8	Record Title Objection Deadline			
5	§ 8	Off-Record Title Deadline			
6	§ 8	Off-Record Title Objection Deadline			
7	§ 8	Title Resolution Deadline			
8	§ 8	Third Party Right to Purchase/Approve Deadline			
		Owners' Association			
9	§ 7	Association Documents Deadline			
10	§ 7	Association Documents Termination Deadline			
		Seller's Disclosures			
11	§ 10	Seller's Property Disclosure Deadline			
12	§ 10	Lead-Based Paint Disclosure Deadline			
		Loan and Credit			
13	§ 5	New Loan Application Deadline			
14	§ 5	New Loan Terms Deadline			
15	§ 5	New Loan Availability Deadline			
16	§ 5	Buyer's Credit Information Deadline			
17	§ 5	Disapproval of Buyer's Credit Information Deadline			
18	§ 5	Existing Loan Deadline			
19	§ 5	Existing Loan Termination Deadline			
20	§ 5	Loan Transfer Approval Deadline			
21	§ 4	Seller or Private Financing Deadline			
		Appraisal			
22	§ 6	Appraisal Deadline			
23	§ 6	Appraisal Objection Deadline			

24	§ 6	Appraisal Resolution Deadline			
		Survey			
25	§ 9	New ILC or New Survey Deadline			
26	§ 9	New ILC or New Survey Objection Deadline			
27	§ 9	New ILC or New Survey Resolution Deadline			
		Inspection and Due Diligence			
28	§ 2	Water Rights Examination Deadline			
29	§ 8	Mineral Rights Examination Deadline			
30	§ 10	Inspection Termination Deadline			
31	§ 10	Inspection Objection Deadline			
32	§ 10	Inspection Resolution Deadline			
33	§ 10	Property Insurance Termination Deadline			
34	§ 10	Due Diligence Documents Delivery Deadline			
35	§ 10	Due Diligence Documents Objection Deadline			
36	§ 10	Due Diligence Documents Resolution Deadline			
37	§ 10	Environmental Inspection Termination Deadline (CBS2, 3, 4)			
38	§ 10	ADA Evaluation Termination Deadline (CBS2, 3, 4)			
39	§ 10	Conditional Sale Deadline			
40	§ 10	Lead-Based Paint Termination Deadline			
41	§ 11	Estoppel Statements Deadline (CBS2, 3, 4)			
42	§ 11	Estoppel Statements Termination Deadline (CBS2, 3, 4)			
		Closing and Possession			
43	§ 12	Closing Date			
44	§ 17	Possession Date			
45	§ 17	Possession Time			

26 **3. § 4. PURCHASE PRICE AND TERMS.** [Note: This table may be omitted if inapplicable.]

27 The Purchase Price set forth below is payable in U. S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	
2	§ 4.3	Earnest Money		\$
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$
10		TOTAL	\$	\$

28
29 **4. ATTACHMENTS.** The following are a part of this Counterproposal:

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33 **Note:** The following documents have been provided but are **not** a part of this Counterproposal:

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37 **5. OTHER CHANGES.**

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41 **6. ACCEPTANCE DEADLINE.** This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced by
42 their signatures below and the offering party to this document receives notice of such acceptance on or before
43 _____.
44 Date Time

45
46 If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms
47 and conditions of the Contract remain the same.
48

Buyer's Name: _____ Buyer's Name: _____

Buyer's Signature Date Buyer's Signature Date

Address: _____ Address: _____

Phone No.: _____ Phone No.: _____

Fax No.: _____ Fax No.: _____

Email Address: _____ Email Address: _____

Seller's Name: _____ Seller's Name: _____

Seller's Signature Date Seller's Signature Date

Address: _____ Address: _____

Phone No.: _____ Phone No.: _____

Fax No.: _____ Fax No.: _____

Email Address: _____ Email Address: _____

49 **Note:** When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this Counterproposal.
50 Brokers must complete and sign the Broker's Acknowledgments and Compensation Disclosure portion of the Contract.
51