

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CP40-6-18) (Mandatory 1-19)

**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:

known as No. \_\_\_\_\_ (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	§ 4.3	Alternative Earnest Money Deadline			
		<b>Title</b>			
2	§ 8.1, § 8.4	Record Title Deadline			
3	§ 8.2, § 8.4	Record Title Objection Deadline			
4	§ 8.3	Off-Record Title Deadline			
5	§ 8.3	Off-Record Title Objection Deadline			
6	§ 8.5	Title Resolution Deadline			
7	§ 8.6	Right of First Refusal Deadline			
		<b>Owners' Association</b>			
8	§ 7.2	Association Documents Deadline			
9	§ 7.4	Association Documents Termination Deadline			
		<b>Seller's Disclosures</b>			
10	§ 10.1	Seller's Property Disclosure Deadline			
11	§ 10.10	Lead-Based Paint Disclosure Deadline CBS 1, 2, F1			
		<b>Loan and Credit</b>			
12	§ 5.1	Loan Application Deadline			
13	§ 5.2	Loan Termination Deadline			
14	§ 5.3	Buyer's Credit Information Deadline			
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline			
16	§ 5.4	Existing Loan Documents Deadline			
17	§ 5.4	Existing Loan Documents Termination Deadline			
18	§ 5.4	Loan Transfer Approval Deadline			
19	§ 4.7	Seller or Private Financing Deadline			
		<b>Appraisal</b>			
20	§ 6.2	Appraisal Deadline			
21	§ 6.2	Appraisal Objection Deadline			
22	§ 6.2	Appraisal Resolution Deadline			

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
		<b>Survey</b>			
23	§ 9.1	New ILC or New Survey Deadline			
24	§ 9.3	New ILC or New Survey Objection Deadline			
25	§ 9.3	New ILC or New Survey Resolution Deadline			
		<b>Inspection and Due Diligence</b>			
26	§ 10.3	Inspection Objection Deadline			
27	§ 10.3	Inspection Termination Deadline			
28	§ 10.3	Inspection Resolution Deadline			
29	§ 10.5	Property Insurance Termination Deadline			
30	§ 10.6	Due Diligence Documents Delivery Deadline			
31	§ 10.6	Due Diligence Documents Objection Deadline			
32	§ 10.6	Due Diligence Documents Resolution Deadline			
33	§ 10.6	Environmental Inspection Objection Deadline CBS2, 3, 4			
34	§ 10.6	ADA Evaluation Objection Deadline CBS2, 3, 4			
35	§ 10.7	Conditional Sale Deadline			
36	§ 10.10	Lead-Based Paint Termination Deadline CBS 1, 2, F1			
37	§ 11.1, 11.2	Estoppel Statements Deadline CBS2, 3, 4			
38	§ 11.3	Estoppel Statements Termination Deadline CBS2, 3, 4			
		<b>Closing and Possession</b>			
39	§ 12.3	Closing Date			
40	§ 17	Possession Date			
41	§ 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		<b>TOTAL</b>	\$	\$

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

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31  
32

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

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35  
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37 **5. OTHER CHANGES.**

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39  
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41 **6. ACCEPTANCE DEADLINE.** This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced  
42 by their signatures below and the offering party to this document receives notice of such acceptance on or before  
43 \_\_\_\_\_.  
44 Date Time

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

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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