

## CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

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1 Buyer(s) \_\_\_\_\_ agree(s) to buy  
2 and Seller(s) \_\_\_\_\_ agree(s) to  
3 sell, the herein described property:

4 Legal Description: \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_ in \_\_\_\_\_ County, MS  
7 (street address) (city/town/zip code)  
8 together with the following items: \_\_\_\_\_  
9 \_\_\_\_\_

10 \_\_\_\_\_ all items permanently attached, unless specifically excluded herein. The Property is further  
11 described as tax parcel # \_\_\_\_\_ in the records of the county courthouse  
12 within which the property is located, the exact legal description to be determined by survey (if warranted).

13 **1. PURCHASE PRICE:** The buyer will pay a total sum of \$ \_\_\_\_\_  
14 **Cash Down Payment:** Paid at closing and subject to adjustments and prorations \$ \_\_\_\_\_  
15 **BALANCE:** Balance payable \$ \_\_\_\_\_  
16 Balance is payable as: (check one of the options below)  
17  (A) **Cash**  
18 OR  
19  (B) **New Loan** (check appropriate boxes):  
20  **FHA**  **VA**  **CONV**  **Other:** \_\_\_\_\_  **Adjustable**  **Fixed**

21 **2. LOAN AND INSURANCE CONTINGENCY:** Contract is contingent upon (1) Buyer(s) being approved for a loan  
22 sufficient to close and (2) approval of homeowner's insurance to be issued to Buyer(s) at Closing.

23  
24 Within seven (7) calendar days after the effective date of the Contract, Buyer(s) will make application in proper form for both  
25 the loan(s) and homeowner's insurance, shall cooperate with proper parties to obtain approval(s), diligently and timely pursue  
26 the same in good faith, execute all documents and furnish all information and documents required, and timely pay any costs of  
27 obtaining such loan and insurance commitments.

28 Within twenty-one (21) calendar days of the effective date of the Contract, Buyer(s) shall deliver to Seller(s) (1) written  
29 notice of loan approval from lender, and (2) written proof of a commitment to issue insurance. Failure of the Buyer(s) to  
30 make timely application for loan and/or insurance or deliver the required loan commitment notice or proof of insurability  
31 shall entitle the Seller(s) at its option to (A) excuse the failure and proceed with the transaction on such terms as the parties  
32 may agree to in writing in the form of an amendment to the Contract; or (B) declare the Contract void and return to Buyer(s)  
33 its earnest money deposit.

34 **3. EARNEST MONEY:** A sum of \$ \_\_\_\_\_ (per cash  check  ) is to be deposited with  
35 \_\_\_\_\_ [Broker/Trustee], who shall hold it in trust, presuming  
36 clearance of check. Upon acceptance of the Contract, earnest money deposit and down payment received by above named  
37 Broker/Trustee shall be deposited in an escrow account and shall remain in that account until the transaction has been  
38 consummated or terminated. All such funds will be deposited by the above named Broker/Trustee in federally insured  
39 accounts. The Broker has the authority to provide the earnest money to the rightfully entitled party based upon the terms of  
40 the Contract. Any party who wrongfully terminates this Contract shall forfeit their right to any earnest money funds. In the  
41 event the Broker cannot determine by the terms of the Contract which party is rightfully entitled to the earnest money, the  
42 Broker shall interplead the funds.



43 4. **MULTIPLE LISTING SERVICE (MLS).** The Selling Broker is a participant of the \_\_\_\_\_  
44 Multiple Listing Service and the sales information will be provided to the MLS to be published and disseminated to it's  
45 Participants.

46 5. **COSTS OF SALE: (Please mark each space with appropriate letter(s))** Print the letter **S** if paid by the Seller(s) Print  
47 the letter **B** if paid by Buyer(s). Print the letter **J** if split by parties. Print **NA** if not applicable or **No** if not desired.

48	<b>Loan Origination</b>	_____	<b>VA Funding Fee</b>	_____	<b>Doc. Prep.</b>	_____	<b>Home Insp.</b>	_____
49	<b>Disc. Points</b>	_____	<b>Tax Service</b>	_____	<b>Title Ins. Owner</b>	_____	<b>Mold Insp.</b>	_____
50	<b>Appraisal</b>	_____	<b>Pre-paid items</b>	_____	<b>Title Ins. Lender</b>	_____	<b>Well/Septic Insp.</b>	_____
51	<b>Credit Report</b>	_____	<b>PMI/FHA-MIP</b>	_____	<b>Courier Ser.</b>	_____	<b>Environmental Insp.</b>	_____
52	<b>Assumption Fee</b>	_____	<b>Atty. Closing Fee</b>	_____	<b>Recording Fee</b>	_____	<b>Wetlands Insp.</b>	_____
53	<b>Underwriting</b>	_____	<b>Certificate of Title</b>	_____	<b>Survey</b>	_____	<b>Home Warranty</b>	_____
54	<b>Flood Cert.</b>	_____	<b>Deed Preparation</b>	_____	<b>Wood Destroying Insect Report (WDIR)</b>	_____		_____
55	<b>Leasehold Transfer Fee</b>	_____						
56	<b>Other</b>	_____						

57 6. **THE FOLLOWING VA/FHA STATEMENT**  **IS**  **IS NOT APPLICABLE.**

58 **VA/FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Buyer(s) shall  
59 not be obligated to complete the purchase of the Property described herein or forfeiture of earnest money deposits or otherwise  
60 unless the Seller(s) has/have delivered to Buyer(s) a written statement issued by the Federal Housing Commissioner setting  
61 forth the appraised value (  **FHA** or  **VA** ) of the Property for mortgage insurance purpose (excluding closing costs),  
62 of not less than **PURCHASE PRICE** which statement the Seller(s) hereby agrees to deliver to the Buyer(s) promptly  
63 after such appraised value statement is made available to the Seller(s). The Buyer(s) shall, however, have the privilege and option  
64 of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation made by the  
65 Federal Housing Commissioner or the Veterans Administration. The appraised valuation is arrived at to determine the maximum  
66 mortgage the Department of Housing and Urban Development or the Veterans Administration will insure. HUD or VA does not  
67 warrant the value or the condition of the Property. The Buyer(s) should satisfy itself that the price and condition of the property  
68 are acceptable.

69 7. **THE FOLLOWING FINANCING STATEMENT**  **IS**  **IS NOT APPLICABLE.**

70 Property must appraise at or above sale price or Buyer(s) shall not be obligated to complete the purchase of the Property  
71 described herein and all earnest money shall be refunded to the Buyer(s).

72 8. **OFFER:** This offer expires at \_\_\_\_\_ o'clock  **AM**  **PM**, Central time on (date) \_\_\_\_\_ ,  
73 if not accepted, countered or rejected by Seller(s) by that time.

74 9. **CLOSING:** Closing to be on \_\_\_\_\_ , \_\_\_\_\_ , or before if mutually agreed to by the parties.

75 10. **POSSESSION:** Possession shall be delivered to Buyer(s) (check one box):

76  (A) Upon completion of Closing;

77  (B) By separate Possession Addendum attached and made a part of this Contract.

78 11. **PRORATION:** All taxes, rents, utility and other assessments and appropriate condominium or Property Owner's Association  
79 fees are to be prorated as of the settlement date. Seller(s) represent(s) that all mortgage payments, taxes, escrow accounts and  
80 condominium or Property Owner's Association fees will be current at Closing date.

81 12. **HOMESTEAD EXEMPTION:** Homestead exemption  is or  is not in effect for the current year as represented by  
82 the Property Condition Disclosure Statement.

83 13. **COMPENSATION:**  **Seller(s)**  **Buyer(s)** of property sold under this Contract or through any other negotiated  
84 agreement agrees to pay as per listing agreement and prior offer of cooperation and compensation. If Broker collects this  
85 compensation, or any part thereof through legal action, defaulting party agrees to pay court costs including reasonable attorney  
86 fees. The agreement(s) is extended through the date of this Contract or any other agreement or negotiated contract between the  
87 parties or the successors, the heirs or the assigns. Any compensation or fee due hereunder shall be earned and payable upon  
88 presentation of a Buyer(s) ready, willing and able to purchase at any price and terms acceptable to Seller(s), although Broker  
89 agrees to accept said compensation or fee at closing as an accommodation to party paying compensation.



90 **14. TITLE AND CONVEYANCE:**

91  **General Warranty Deed,**  **Special Warranty Deed,**  **Assignment of Lease,**  **Quit Claim Deed** and a certificate of title  
92 prepared by an attorney upon whose certificate title insurance may be obtained from a title insurance company qualified to do and doing  
93 business in the State of Mississippi will be provided by (**See Clause 5**). Seller(s) shall, prior to closing, satisfy all outstanding mortgages, deeds  
94 of trust and special liens affecting the subject property which are not specifically assumed by Buyer(s) herein. Title shall be good and  
95 marketable, subject only to the following items recorded in the Chancery Clerk's office of said county: easements without encroachments,  
96 applicable zoning ordinances, protective covenants and prior mineral reservations; otherwise Buyer(s), at its option, may either (A) if defects  
97 cannot be cured by designated Closing date, cancel this Contract, in which case all earnest money deposited shall be returned; (B) accept title as  
98 is or; (C) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller(s) such reasonable  
99 time to perform this curative work at Seller(s)' expense. In the event the curative work is performed by the Seller(s), the time specified herein  
100 for closing sale shall be extended for a reasonable period necessary for such action. Seller(s) represents that the property may be legally used as  
101 zoned and that no governmental agency has served any notice requiring repairs, alterations or corrections of any existing condition except as  
102 stated herein.

103 **15. MINERAL RIGHTS.** Seller(s) will transfer  ANY  NONE \_\_\_\_\_ %  OTHER \_\_\_\_\_ mineral  
104 rights which it possesses in the real property to the Buyer(s).

105 **16. BREACH OF CONTRACT.** Specific performance is the essence of this Contract, except as otherwise specifically provided for herein  
106 and as further delineated below, and **time is of the essence.**

107 In the event of breach of this Contract by Buyer(s), Seller(s) may at its option (A) accept the earnest money deposit as liquidated damages and  
108 this Contract shall then be null and void; (B) file suit in any court of competent jurisdiction for damages; or (C) file suit in any court of  
109 competent jurisdiction for specific performance. If Seller elects to proceed under (A) or (B) in this section, or if Seller(s) proceed(s) under (C)  
110 and is/are unsuccessful in a suit for specific performance but receive(s) an award of the earnest money deposit and/or damages, Listing Broker  
111 shall retain or be paid one-half of the earnest money deposit amount or damages awarded as their compensation, not to exceed the full  
112 compensation due under the Listing Agreement. If Seller(s) elects to proceed under option (C) and secure(s) specific performance, Listing  
113 Broker shall be paid the full compensation due under the Listing Agreement.

114 In the event of breach of this Contract by Seller(s), Buyer(s) may at its option (A) accept the return of its earnest money deposit as liquidated  
115 damages and this Contract shall be null and void; or (B) file suit in any court of competent jurisdiction for damages, less credit for earnest  
116 money returned to Buyer(s); or (C) file suit in any court of competent jurisdiction for specific performance. In the event of Seller(s)' breach,  
117 Listing Broker shall be paid the full compensation due under the Listing Agreement, unless and except this Contract requires Buyer(s) to pay  
118 all or any portion of said compensation.

119 If it becomes necessary to ensure the performance of this Contract for either party to initiate litigation, then the non-prevailing party agrees to  
120 pay reasonable attorney fees and court costs in connection therewith to the prevailing party.

121 **17. ACCELERATION (Due on Sale) CLAUSE.** If the note and/or deed of trust or mortgage for any existing loan contains an acceleration  
122 (Due on Sale) clause, the lender may demand full payment of the entire balance as a result of the transfer. Both parties acknowledge that they  
123 are not relying on any representation of the other party or Broker with respect to the enforceability of such provision(s).

124 **18. SURVIVAL OF CONTRACT.** All express representations, warranties and covenants shall survive delivery of the deed unless  
125 specified to the contrary. All other contractual obligations shall terminate at Closing.

126 **19. DISCLOSURES.**

127 **SELECT ONE:**  
128  Buyer(s) acknowledge(s) receipt of the Property Condition Disclosure Statement.  
129 OR  
130  If the Property Condition Disclosure Statement is delivered **after** the Transferee has made an offer, the transferee may terminate any  
131 resulting real estate contract or withdraw any offer for a time period of three (3) days after the delivery in person or five (5) days after the  
132 delivery by deposit in mail. This termination or withdrawal will always be without penalty to the Transferee and any deposit or earnest money  
133 must be promptly returned to the prospective purchaser (despite any agreement to the contrary).

134 **Disclosure of the Parties.** The parties acknowledge that Buyer(s) may rely upon the Property Condition Disclosure statement in accordance  
135 with Sections 89-1-501 et seq. of the Mississippi Code of 1954, as amended. Seller(s) and Buyer(s) acknowledge that neither of them have  
136 relied upon any statement, representation, omission made or documentation provided by the other party or the broker(s) and salesperson(s) and  
137 that their representatives, relating to this transaction including, but not limited to, value of the Property, condition of the Property, the decision  
138 to sell or purchase the Property, the terms or conditions of sale, tax or legal considerations or liability, size or condition of the Property, the  
139 presence or lack thereof of UFFI insulation, the presence of or lack thereof of Exterior Insulated Finish Systems (E.I.F.S.), previous flooding,  
140 effect of or location within Mississippi State Tidelands or Federal wetlands, presence of expansive soils, or the presence or absence thereof of  
141 acceleration clauses or tax or balloon notes. The parties further acknowledge that this Contract form is provided as a courtesy to the parties only.  
142 It is not required to be used in this transaction and may not meet the specific needs, goals and purposes of the parties, or any of them. If any  
143 party to this transaction does not fully understand it, or has any question, the party has been advised to, and should, seek advice from a  
144 competent legal professional before signing.



145 **20. INSPECTIONS. SELECT ONE:**

146  Buyer(s) and Seller (s) have executed a **Home Inspection Addendum** as part of this Contract, the same being attached hereto  
147 and incorporated herein.

148 OR

149  Buyer(s) has/have inspected the property and finds the same to be in satisfactory condition and DOES NOT wish to  
150 perform further inspections prior to Closing or avail itself of the benefit of a home inspection. Buyer(s) accept(s) the Property  
151 "AS IS WHERE IS" in its condition as of the effective date of this Contract, and acknowledges that neither Seller(s) nor Listing  
152 Broker, Selling Broker or salespersons associated with this transaction have made any warranty, express, implied or otherwise, as  
153 to the Property, except such express warranties as the parties agree in writing attached to this Contract shall survive the Closing.  
154 Buyer(s) understand that it has the right to perform a final walk-through inspection of the Property prior to Closing to verify that  
155 the terms of the Contract have been fulfilled.

156 **21. MATERIAL CHANGE.**

157 (A) Wood Destroying Insect Report: (check box)  Buyer(s)  Seller(s) shall furnish and pay for within \_\_\_\_\_  
158 calendar days before closing approved FHA/VA Wood Destroying Insect Report from a licensed termite company  
159 indicating that subject Property shows no evidence of termite or other wood destroying insect infestation. If such infestation  
160 constitutes material damage, the buyer(s) can declare the Contract null and void and have its earnest money refunded.  
161 Additionally, when any infestation is found on the subject Property Seller(s) can either furnish a warranty of approved  
162 treatment and correct any structural damage caused by such infestation or deem said repairs as cost prohibitive and declare  
163 the contract null and void refunding buyer(s)' earnest money.

164 (B) Parties acknowledge that Listing and Selling Broker(s), salespersons associated with this transaction, Lender,  
165 and Attorney(s) have relied solely on the Wood Destroying Inspect Report (WDIR) at Closing. In the event damage is  
166 found, the Buyer(s) release the Listing and Selling Broker(s), salespersons associated with this transaction, Lender, and  
167 Attorney(s) from any liability. Both Buyer and Seller acknowledge that the Broker(s) did not recommend any pest control  
168 company or in any way warrant the inspection or treatment made by the company, and are in no way responsible for  
169 damage attributable to wood destroying insects.

170 (C) Any material change to the subject property shall be disclosed in accordance with the Mississippi Real Estate  
171 Brokers License Act of 1954 as amended (89-1-503) allowing for termination of the offer as prescribed by law.

172 **22. DAMAGE BY FIRE, ETC.** Subject to the provisions of this Clause, this Contract is further conditioned upon delivery  
173 of the improvements in their present condition, reasonable wear and tear excepted. In the event of damage to the Property or  
174 improvements before Closing by virtue of causes beyond the parties' control, such as fire, flood, war, acts of God or other causes,  
175 Seller(s) shall, within three (3) calendar days or as soon thereafter as reasonably possible, notify Buyer(s) in writing of said  
176 damage, at which time Buyer(s) may, at its option:

177 (A) cancel this contract and be entitled to the return of earnest money deposits; or

178 (B) waive any objection and proceed to Closing on the terms set forth in this Contract; or

179 (C) seek to reach suitable agreement with Seller(s) as to repair(s), extension of the Closing date and/or other  
180 adjustments to the Contract as may be agreed upon by the parties. Failure of the parties to reach a suitable agreement within  
181 five (5) calendar days after election by Buyer(s) to proceed under this option (C) shall automatically and without further  
182 notice cancel this Contract and entitle Buyer(s) to the return of earnest money deposits.

183 **23. AGREEMENT OF THE PARTIES.** This Contract incorporates all prior agreements between the parties, contains the  
184 entire and final agreement of the parties and cannot be changed except by their written consent.

185 **24. DISCLOSURE OF AGENCY RELATIONSHIP. Check one box:**

186  (A) The Listing Firm, the Selling Firm, and their salespersons represent the Seller(s) as their Client. The Buyer(s)  
187 is/are the customer.

188  (B) The Listing Firm and its salespersons represent the Seller(s). The Selling Firm and its salespersons represent the  
189 Buyer(s).

190  (C) The Listing Firm and its salespersons represent both the Seller(s) and the Buyer(s) as dual agents by mutual  
191 agreement and all parties have signed and understand the Dual Agency Confirmation form attached and made a part of this  
192 Contract

193  (D) The Selling Firm and its salespersons represent the Buyer(s). The Seller(s) is/are the customer.



194 **25. EQUAL HOUSING OPPORTUNITY.** In accordance with the Federal Fair Housing Law, it is illegal to block bust or to  
195 discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin in the sale or  
196 rental of housing or residential lots, in advertising the sale or rental of housing, in the financing of housing, in the providing of  
197 real estate brokerage services.

198 **26. PRIVACY ACT.** Signature of Buyer(s) on this Contract or counteroffer is authorization by Buyer(s) to the mortgage  
199 company processing a loan application to examine the credit worthiness of Buyer(s). Signature of Seller(s) of this Contract or  
200 counter offer is authorization to any mortgage company to release any information pertinent to the mortgage secured by the  
201 subject Property to foresaid brokers or salespersons and the closing attorney.

202 **27. ATTACHMENTS:**

203	Property Condition Disclosure Statement	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mandatory Arbitration Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
204	Home Inspection Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
205	Dual Agency Confirmation	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
206	Lead-Based Paint Disclosure	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
207	Possession Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
208	Property Issues Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

209 **28. LEAD-BASED PAINT DISCLOSURE.** Every Buyer of any interest in residential real property on which a residential dwelling  
210 was **built prior to 1978** is notified that such subject property may present exposure to lead from lead-based paint that may place  
211 young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological  
212 damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead  
213 poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to  
214 provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's  
215 possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based  
216 paint hazards is recommended prior to purchase.

217 **29. SPECIAL PROVISIONS & CONTINGENCIES:**

218 \_\_\_\_\_  
219 \_\_\_\_\_  
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236 **30. MISCELLANEOUS.** (A) Neither party shall be bound by any terms, conditions, oral statements, warranties or representations  
237 not herein contained. (B) Broker's liability to Buyer(s) and Seller(s) in this transaction shall not exceed the amount it has received  
238 as commission. (C) Each party acknowledges and hereby affirms that it has read and understands this Contract. (D) This Contract  
239 shall not be assignable by either party without consent of the other party. **(E) For purposes of this contract the effective date is**  
240 **the date the last necessary party signs.**

241 **31. NOTICE.** Any notices required or permitted to be given under this Contract shall be delivered by hand or mailed by certified  
242 or registered mail, return receipt requested, in a postage prepaid envelope; by nationally recognized overnight carrier service; by  
243 facsimile with receipt acknowledgment (if the fax number is listed below); or by email (if the email address is listed below), at  
244 Sender's option, and addressed as follows:



245 If to Seller(s):  
246 Address: \_\_\_\_\_  
247 Facsimile: \_\_\_\_\_  
248 Email: \_\_\_\_\_

249 If to Buyer(s):  
250 Address: \_\_\_\_\_  
251 Facsimile: \_\_\_\_\_  
252 Email: \_\_\_\_\_

253 Signed this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m., and a **copy** hereof received:  
254 BUYER \_\_\_\_\_ BUYER \_\_\_\_\_  
255  
256 Phone \_\_\_\_\_ Phone \_\_\_\_\_  
257 Title conveyed to (print clearly): \_\_\_\_\_

258 The foregoing offer is **accepted** this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m.,  
259 and a **copy** hereof received:  
260 SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
261  
262 Phone \_\_\_\_\_ Phone \_\_\_\_\_  
263 A copy of this **acceptance** has been received this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m.  
264 BUYER \_\_\_\_\_ BUYER \_\_\_\_\_

265 The Sellers have **countered** this offer subject to the terms of the attached Counter Offer No. \_\_\_\_\_ this the  
266 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m., and a **copy** hereof received:  
267 SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
268

269 The Sellers have **rejected** this offer and make no counter offer this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
270 at \_\_\_\_\_  a.m.  p.m., and a copy hereof received:  
271 SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
272  
273 A **copy** of this **rejection** has been received this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m.  
274 BUYER \_\_\_\_\_ BUYER \_\_\_\_\_  
275

276 Selling Agency \_\_\_\_\_ Selling Agent \_\_\_\_\_  
277 Business Phone \_\_\_\_\_ Business Phone \_\_\_\_\_  
278 Listing Agency \_\_\_\_\_ Listing Agent \_\_\_\_\_  
279 Business Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

NOTE: This form is provided by MAR to its members for their use in real estate transactions and is to be used as is. By using this form, you agree and covenant not to alter, amend, or edit said form or its content, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. These forms are provided with the understanding that the publisher does not engage in rendering legal, accounting, or other professional services.

