

Multiple Offer Notification & Acknowledgment

Date: _____

Property Address: _____

City/State/Zip: _____

Offeror(s) Name(s): _____

Selling Agent & Broker: _____

Dear Offeror:

We are involved in a multiple offer situation on the above referenced property ("Property"). ALL OFFERS shall be subject to the following:

1. **All offers must be in writing.** No verbal offers will be considered or accepted by the Seller ("Seller").
2. The below referenced listing agent ("Listing Agent") must receive Offeror's written highest, best, and final offer no later than ___:___ am / pm on ___/___/200___. Delivery of such offer may be via facsimile to:

Listing Agent & Broker: _____

Telephone Number: _____

Facsimile Number: _____

3. The Listing Agent will facsimile all written offers to the Seller's authorized representative no later than close of business the following day.
4. The following terms and conditions shall be applicable to Offeror and all offers submitted for consideration:
 - a) Seller shall have sole and absolute discretion to accept, counter, or reject any or all offers. Seller is not required to accept any particular offer, regardless of the terms or conditions of any offer.
 - b) Subsequent to receipt of all written offers, Seller shall have the absolute right to further negotiate the terms and conditions of any offer with any broker and/or one or more offeror. However, Seller shall have no obligation to negotiate or communicate with Offeror, or each, every, or any offeror.
 - c) Under no circumstances shall any verbal communications among Offeror, Seller, and/or any broker or agent constitute or create an obligation on the part of Seller to accept any offer, regardless of the terms and conditions of any offer.
 - d) It is Seller's complete and absolute discretion on whether to accept any offer, but Seller's decision shall not be based on any unlawful factors. The amount of an offer is only one of many factors to be considered in Seller's decision on whether to accept an offer.
 - e) **If Seller rejects the Offeror's offer, Seller will not provide the Offeror with notice in writing of such rejection. Offeror will be notified of Seller's decision by Listing Agent.**
 - f) Even if Seller determines that Offeror's offer is the highest and best and Seller decides to accept such offer, Seller's acceptance of any offer by Offeror is conditioned upon and is not effective or binding unless and until Offeror and an authorized representative of Seller sign a written sales contract, including Seller's purchase addendum and all other required addenda thereto, setting forth all of the terms and conditions of the sale of the Property to Offeror.
5. If Seller accepts Offeror's offer and such offer does not result in a closed sale of the Property, Seller may, in its complete and absolute discretion, re-open negotiations with any offeror. Seller may also request Listing Agent to solicit new offers. None of the provisions in this form are intended to or shall be construed to limit in any way Seller's rights or remedies available under any applicable law, rule, regulation, or ordinance, or any sales contract, including all addenda thereto, entered into for the sale of the Property.

By signing this form all signatories are acknowledging their understanding and acceptance of all terms and conditions in this form. This form must be fully executed and submitted to the Listing Agent no later than the date and time designated above for the transmittal of offers. Failure to timely transmit this fully executed form may prevent an offer from being considered.

ACKNOWLEDGED AND AGREED

Offeror	Date
Offeror	Date
Offeror's Agent	Date
Listing Agent	Date