



**NEW MEXICO ASSOCIATION OF REALTORS®**  
**SELLER'S NOTIFICATION OF RECEIPT OF MULTIPLE OFFERS – 2019**

**1. BUYER'S OFFER TO PURCHASE.** \_\_\_\_\_

\_\_\_\_\_ ("Buyer") has submitted an Offer to Purchase to

("Seller") dated \_\_\_\_\_, \_\_\_\_\_ with respect to the Property described in paragraph 2 ("Original Offer").

**2. PROPERTY.**

Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Legal Description \_\_\_\_\_  
or see metes & bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ County, New Mexico.

**3. MULTIPLE OFFERS.** Seller has received multiple offers on the Property and before determining to accept or reject any one of those offers, Seller gives Buyer the opportunity to submit one of the following:

- A.  An offer setting forth Buyer's Highest and Best terms; and/or
- B.  An offer based on the following terms:

**! THIS NOTIFICATION OF MULTIPLE OFFERS DOES NOT CONSTITUTE AN OFFER BY SELLER TO SELL ON THE TERMS SET FORTH ABOVE. IF BUYER WISHES TO MAKE ANY CHANGES TO BUYER'S ORIGINAL OFFER (OTHER THAN A CHANGE TO THE EXPIRATION DATE, AS EXPLAINED BELOW) BUYER MUST SUBMIT A NEW OFFER.**

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### SELLER'S NOTIFICATION OF RECEIPT OF MULTIPLE OFFERS – 2019

#### 4. BUYER'S OPTIONS IN RESPONSE TO THIS NOTIFICATION.

- A. **New Offer.** Buyer may change the terms of his/her Original Offer by submitting a new offer that incorporates either 3(A) or 3(B) above or other terms the Buyer wishes to include in the new offer ("New Offer"); or
- B. **Retain Original Offer.** Buyer may retain his/her Original Offer without revision. **NOTE:** Seller may still accept Buyer's Original Offer if the Expiration Date has not passed and Buyer has not revoked his/her Original Offer. If Buyer wishes to extend the Expiration Date in the Original Offer, Buyer may do so by submitting an Amendment/Addendum that sets forth the new Expiration Date (Amendment/Addendum - NMAR Form 5101). **If Buyer does not submit a New Offer, Revoke his/her Original Offer or extend the Expiration date in his/her Original Offer, then Seller may assume Buyer intends to retain his/her Original Offer as written; or**
- C. **Revoke Original Offer.** If Buyer no longer wishes to have his/her Original Offer considered, Buyer may Revoke his/her Original Offer (Revocation of Offer/Counteroffer – NMAR Form \_\_\_\_\_ ).

#### 5. SELLER'S OPTIONS IN RESPONSE TO BUYER.

##### A. If New Offer Submitted.

- i. **Accept.** Seller may accept Buyer's New Offer if the Expiration Date has not passed and Buyer has not revoked his/her New Offer; or
- ii. **Reject.** Seller may reject Buyer's New Offer. If Seller rejects Buyer's New Offer, Seller should mark the "Rejects" Box on the Purchase Agreement. Failure of Seller to accept Buyer's New Offer by the Expiration Date, constitutes a rejection of the New Offer; or
- iii. **Counter.** Seller may counter Buyer's New Offer (Counteroffer - NMAR Form 5102). **IF COUNTERING, SELLER SHOULD COUNTER ONLY ONE OFFER.**

##### B. If Original Offer Retained (No New Offer Submitted).

- i. **Accept.** Seller may accept Buyer's Original Offer, if the Expiration Date has not passed and Buyer has not revoked his/her Original Offer. If the Expiration Date in the Original Offer has passed, and Seller wishes to accept Buyer's Original Offer, Buyer must agree to execute an Amendment/Addendum extending the Expiration Date of the Original Offer. BOTH the Original Offer and the Amendment/Addendum must be fully executed.
- ii. **Reject.** Seller may reject Buyer's Original Offer. If Seller rejects Buyer's Original Offer, Seller should mark the "Rejects" Box on the Purchase Agreement. Failure of Seller to accept Buyer's Original Offer by the Expiration Date, constitutes a rejection of the Original Offer; or
- iii. **Counter.** Seller may counter Buyer's Original Offer (Counteroffer - NMAR Form 5102). If Seller submits a Counteroffer, Seller should mark the "Rejects and Submits a Counteroffer" Box on the Purchase Agreement and sign **ONLY** the Counteroffer. Seller should **NOT** sign the Amendment/Addendum. **IF COUNTERING, SELLER SHOULD COUNTER ONLY ONE OFFER.**

#### 6. TIME IS OF THE ESSENCE. Seller will not consider any new offers made later than \_\_\_\_\_, at \_\_\_\_\_ AM PM Mountain Time.

**SELLER**

Seller Signature

Date

Time

Seller Signature

Date

Time

Seller Names (Print)

Address

City

State

Zip

Email Address