

OKLAHOMA
Real Estate Commission

Contracts & Forms

2027 UPDATES

What is the Contracts & Forms Committee?

- **Statutory Duty of OREC under §858-208:** *draft and revise real estate purchase and/or lease contracts and any related addenda for voluntary use by real estate licensees*

- **Typically meet 5-6 times per year**

- **Maintain around 80 contracts and related addenda**

Makeup of the Committee:

- 5 members by Oklahoma Real Estate Commission (OREC)
- 5 members by Oklahoma Association of REALTORS (OAR)
- 3 members by Oklahoma Bar Association
- 1 member by Oklahoma Land Title Association
- 1 member by Oklahoma Mortgage Bankers Association

How does CFC come up with these changes?

- Suggestions from Licensees, Lenders, Title Companies, etc.
- Issues found in investigations
- Industry changes
- OREC Staff or Commissioner initiatives

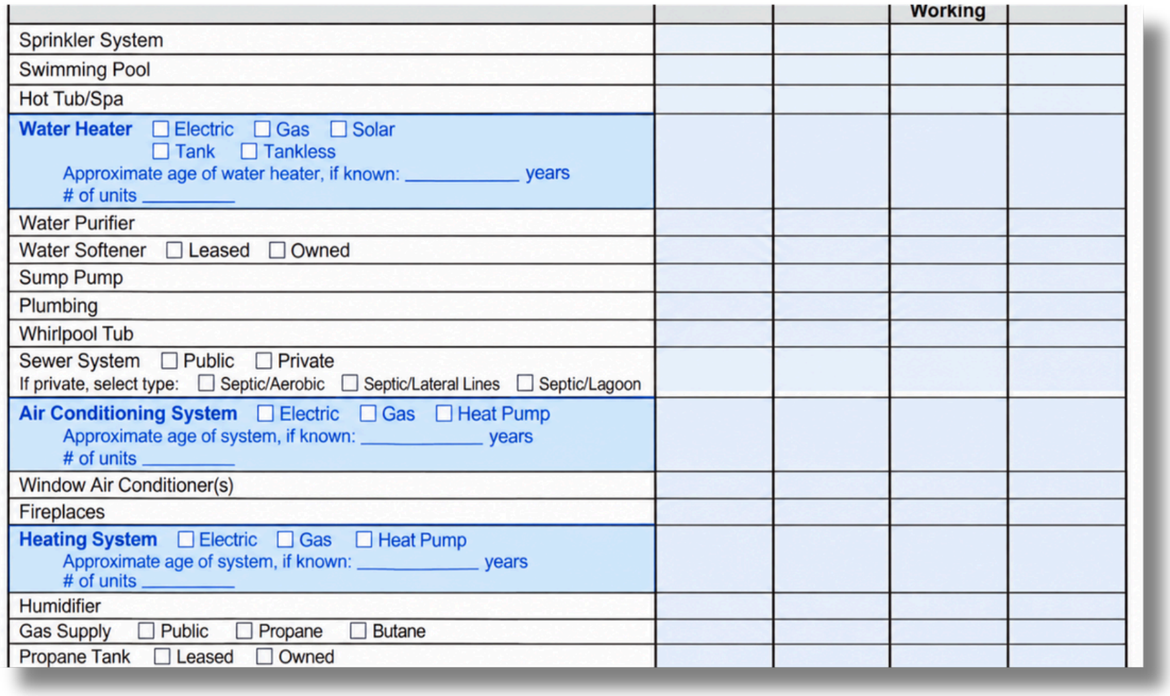
HAVE A SUGGESTION? SUBMIT YOUR IDEA TO THE CONTRACTS & FORMS COMMITTEE

FOLLOW ALONG!

RESIDENTIAL PROPERTY CONDITION DISCLOSURE (APPENDIX A)

Residential Property Condition Disclosure (Appendix A)

Page 1 & 2



			Working	
Sprinkler System				
Swimming Pool				
Hot Tub/Spa				
Water Heater ☐ Electric ☐ Gas ☐ Solar ☐ Tank ☐ Tankless Approximate age of water heater, if known: _____ years # of units _____				
Water Purifier				
Water Softener ☐ Leased ☐ Owned				
Sump Pump				
Plumbing				
Whirlpool Tub				
Sewer System ☐ Public ☐ Private If private, select type: ☐ Septic/Aerobic ☐ Septic/Lateral Lines ☐ Septic/Lagoon				
Air Conditioning System ☐ Electric ☐ Gas ☐ Heat Pump Approximate age of system, if known: _____ years # of units _____				
Window Air Conditioner(s)				
Fireplaces				
Heating System ☐ Electric ☐ Gas ☐ Heat Pump Approximate age of system, if known: _____ years # of units _____				
Humidifier				
Gas Supply ☐ Public ☐ Propane ☐ Butane				
Propane Tank ☐ Leased ☐ Owned				

SUMMARY OF CHANGE

Added:

- **Water Heater** – Type, Age, Number
- **Air Conditioning** – Age, Number
- **Heating System** – Age, Number

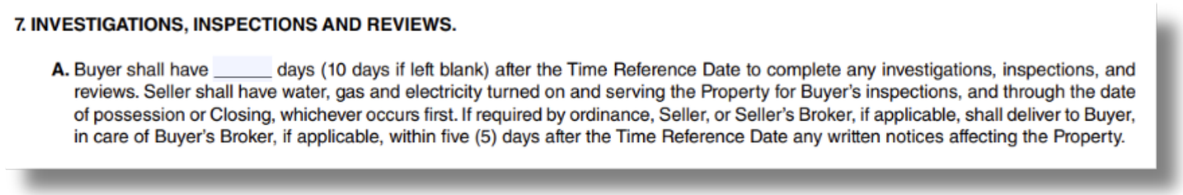
Removed: Attic Fan, Ceiling Fans, Trash Compactor, Intercom

CONTRACT OF SALE: RESIDENTIAL

Contract of Sale: Residential

Page 2, Paragraph 7

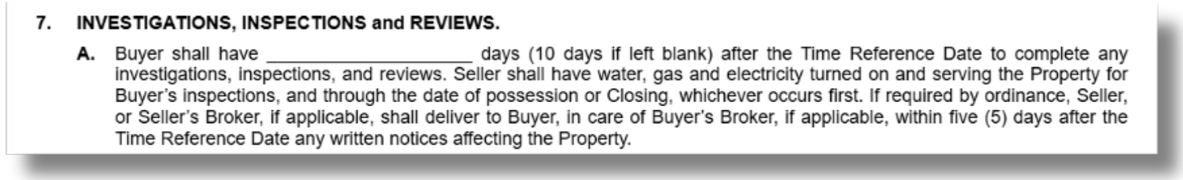
PREVIOUS VERSION



7. INVESTIGATIONS, INSPECTIONS AND REVIEWS.

A. Buyer shall have _____ days (10 days if left blank) after the Time Reference Date to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the Time Reference Date any written notices affecting the Property.

UPDATED VERSION



7. INVESTIGATIONS, INSPECTIONS and REVIEWS.

A. Buyer shall have _____ days (10 days if left blank) after the Time Reference Date to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the Time Reference Date any written notices affecting the Property.

Summary of Change

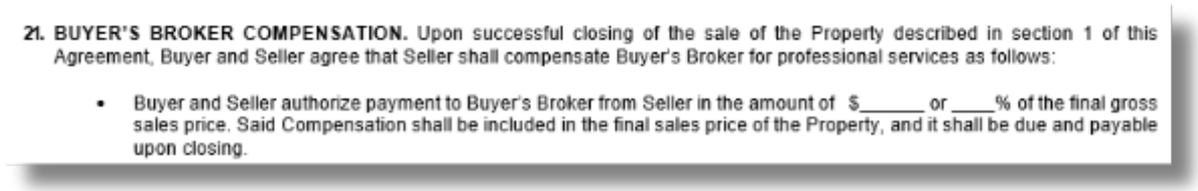
Increased size of line to allow for greater flexibility i.e. specifying business days rather than calendar days

Contract of Sale: Residential

Page 6, Paragraph 21

PREVIOUS VERSION

UPDATED VERSION



21. BUYER'S BROKER COMPENSATION. Upon successful closing of the sale of the Property described in section 1 of this Agreement, Buyer and Seller agree that Seller shall compensate Buyer's Broker for professional services as follows:

- Buyer and Seller authorize payment to Buyer's Broker from Seller in the amount of $_____ or ____% of the final gross sales price. Said Compensation shall be included in the final sales price of the Property, and it shall be due and payable upon closing.

Summary of Change

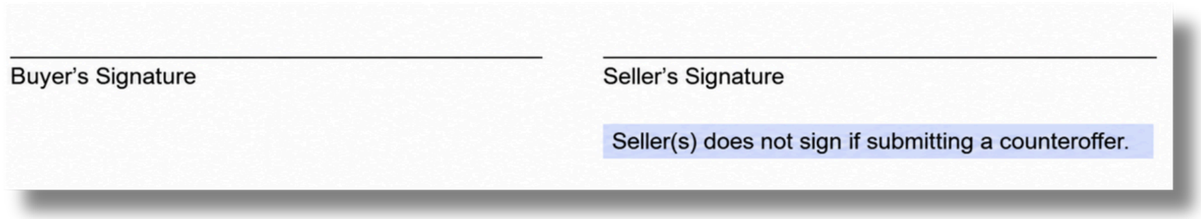
Buyer Broker Compensation negotiation paragraph added directly to the contract– no more additional supplement!

Contract of Sale: Residential

Page 7, Paragraph 23

PREVIOUS VERSION

UPDATED VERSION


Buyer's Signature

Seller's Signature

Seller(s) does not sign if submitting a counteroffer.

Summary of Change

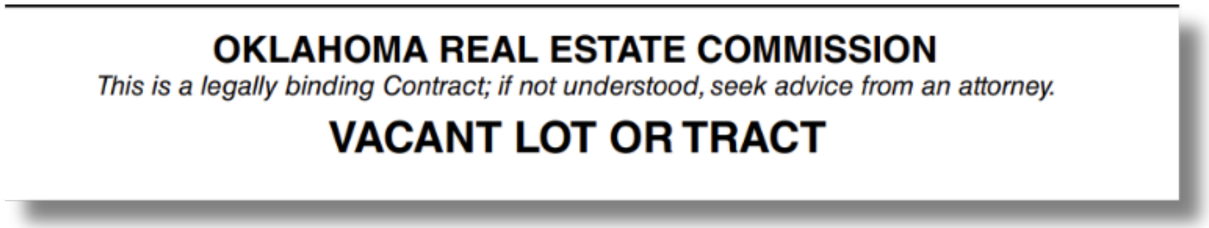
Additional sentence clarifying Seller does not sign purchase contract if submitting a counteroffer

CONTRACT OF SALE: VACANT LOT OR TRACT

Contract of Sale: Vacant Lot or Tract

Page 1

PREVIOUS VERSION

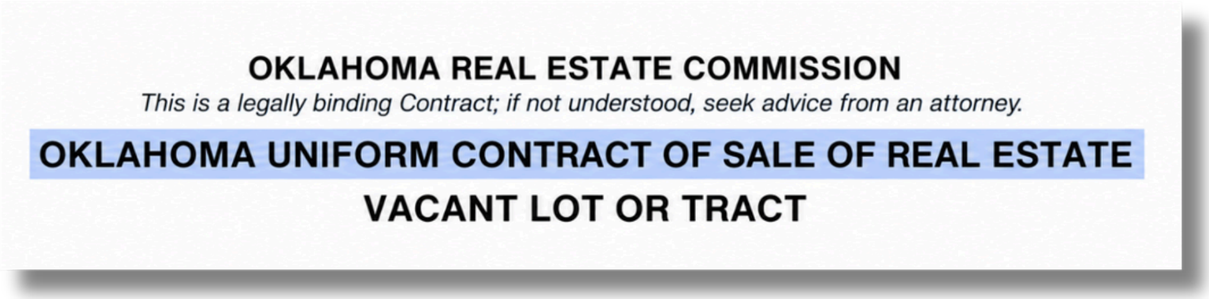


OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

VACANT LOT OR TRACT

UPDATED VERSION



OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE

VACANT LOT OR TRACT

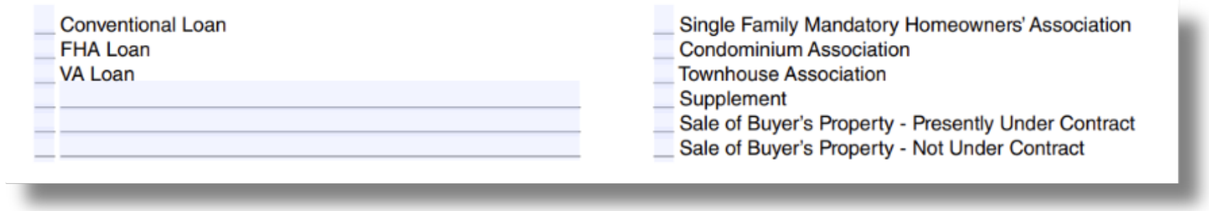
Summary of Change

Added “Oklahoma Uniform Contract of Sale of Real Estate” to form title for consistency with other purchase contracts

Contract of Sale: Vacant Lot or Tract

Page 1

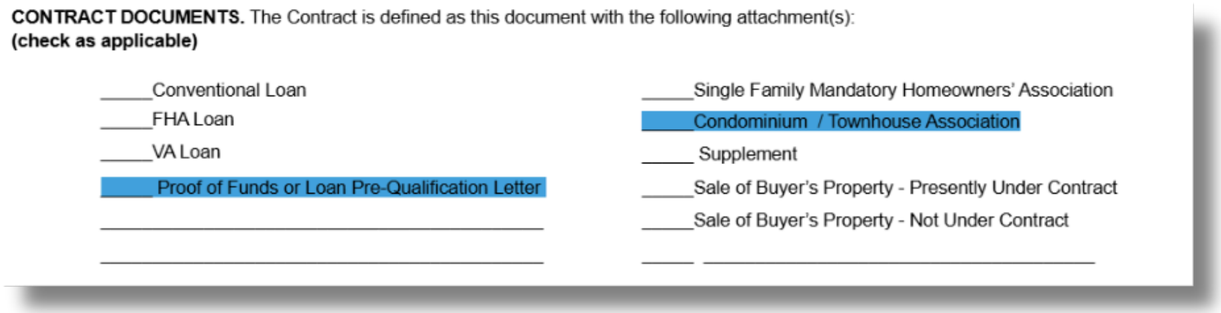
PREVIOUS VERSION



__ Conventional Loan
__ FHA Loan
__ VA Loan
__ _____
__ _____
__ _____

__ Single Family Mandatory Homeowners' Association
__ Condominium Association
__ Townhouse Association
__ Supplement
__ Sale of Buyer's Property - Presently Under Contract
__ Sale of Buyer's Property - Not Under Contract

UPDATED VERSION



CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

_____Conventional Loan
_____FHA Loan
_____VA Loan
_____ Proof of Funds or Loan Pre-Qualification Letter
_____
_____

_____Single Family Mandatory Homeowners' Association
_____Condominium / Townhouse Association
_____ Supplement
_____Sale of Buyer's Property - Presently Under Contract
_____Sale of Buyer's Property - Not Under Contract
_____ _____

Summary of Change

Added Proof of Funds/Loan Pre-Qualification and modified name of Condominium/Townhouse form

Contract of Sale: Vacant Lot or Tract

Page 1

PREVIOUS VERSION

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

UPDATED VERSION

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. "Delivery" shall mean the date any notice or Communication required in this Contract is (i) hand delivered to a Party's broker at the address listed in this Contract; (ii) emailed to a Party's broker at the email address listed in this contract; (iii) uploaded or electronically submitted to a website, or; (iv) provided to a Party's broker through any other agreed upon method. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

Summary of Change

Added definition of "Delivery"

Contract of Sale: Vacant Lot or Tract

Page 2, Paragraph 3

PREVIOUS VERSION

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

UPDATED VERSION

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be paid by either cash, cashier's check or wire transfer.

Summary of Change

Added clarifying language regarding Closing funds

Contract of Sale: Vacant Lot or Tract

Page 5, Paragraph 11

PREVIOUS VERSION

D. **BUYER TO EXAMINE TITLE EVIDENCE.**

1. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller, or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer, in care of Buyer's Broker, if applicable, within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
2. Buyer agrees to accept title subject to: (i) utility easements serving the property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.

UPDATED VERSION

D. **BUYER TO EXAMINE TITLE EVIDENCE.**

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence".

1. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller, or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller or Seller's Broker, if applicable.

Summary of Change

Added definition of Title Evidence, clarified language that Buyer may submit objections or requirements, clarified language regarding extension to deliver objections and requirements

Contract of Sale: Vacant Lot or Tract

Page 5, Paragraph 11

PREVIOUS VERSION

1. At Seller's option and expense, Seller may cure title requirements identified by Buyer; and
2. Delay Closing Date for _____ days [thirty (30) days if blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of earnest money.

UPDATED VERSION

At Seller's option and expense, Seller may cure title requirements identified by Buyer; and

Delay Closing Date for _____ days (30 days if left blank), beyond the Closing Date referenced in Paragraph 3, or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this subparagraph, the Buyer may cancel the Contract and Seller and Buyer authorize the holder of the Earnest Money to release the Earnest Money to the Buyer and the Contract shall terminate.

Summary of Change

Clarified extension related to curing Title Requirements is extension from Closing Date

Contract of Sale: Vacant Lot or Tract

Page 5, Paragraph 16

PREVIOUS VERSION

A. UPON BREACH BY SELLER. If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract upon delivery of written notice of termination to Seller, or Seller's Broker, if applicable, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

B. UPON BREACH BY BUYER. If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) terminate this Contract upon delivery of written notice of termination to Buyer, or Buyer's Broker, if applicable, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

UPDATED VERSION

A. UPON BREACH BY SELLER. If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract upon delivery of written notice of termination to Seller, or Seller's Broker, if applicable, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

B. UPON BREACH BY BUYER. If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) terminate this Contract upon delivery of written notice of termination to Buyer, or Buyer's Broker, if applicable, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

Summary of Change

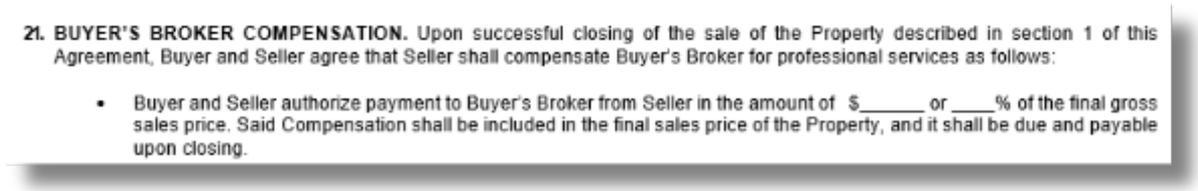
Added language that Buyer must provide written notice of termination to Seller if Seller breaches the Contract and Buyer terminates the Contract

Contract of Sale: Vacant Lot or Tract

Page 5, Paragraph 21

PREVIOUS VERSION

UPDATED VERSION



21. BUYER'S BROKER COMPENSATION. Upon successful closing of the sale of the Property described in section 1 of this Agreement, Buyer and Seller agree that Seller shall compensate Buyer's Broker for professional services as follows:

- Buyer and Seller authorize payment to Buyer's Broker from Seller in the amount of $_____ or ____% of the final gross sales price. Said Compensation shall be included in the final sales price of the Property, and it shall be due and payable upon closing.

Summary of Change

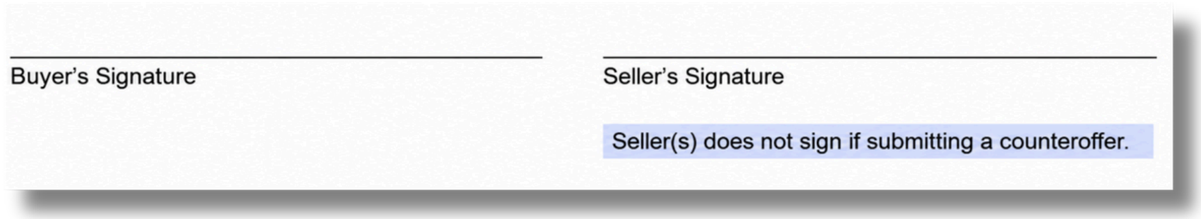
Buyer Broker Compensation negotiation paragraph added directly to the contract– no more additional supplement!

Contract of Sale: Vacant Lot or Tract

Page 6, Paragraph 23

PREVIOUS VERSION

UPDATED VERSION


Buyer's Signature

Seller's Signature

Seller(s) does not sign if submitting a counteroffer.

Summary of Change

Additional sentence clarifying Seller does not sign purchase contract if submitting a counteroffer

CONTRACT OF SALE: LAND (W OR W/O DWELLING)

Contract of Sale: Land (With or Without Dwelling)

Page 1

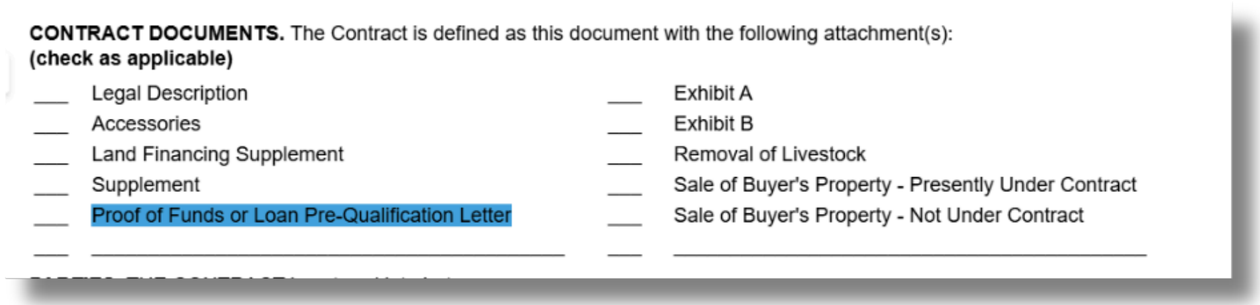
PREVIOUS VERSION



___ Legal Description
___ Accessories
___ Land Financing Supplement
___ Supplement
___ _____
___ _____

___ Exhibit A
___ Exhibit B
___ Removal of Livestock
___ Sale of Buyer's Property - Presently Under Contract
___ Sale of Buyer's Property - Not Under Contract
___ _____

UPDATED VERSION



CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

___ Legal Description
___ Accessories
___ Land Financing Supplement
___ Supplement
___ Proof of Funds or Loan Pre-Qualification Letter
___ _____

___ Exhibit A
___ Exhibit B
___ Removal of Livestock
___ Sale of Buyer's Property - Presently Under Contract
___ Sale of Buyer's Property - Not Under Contract
___ _____

Summary of Change

Added Proof of Funds/Loan Pre-Qualification

Contract of Sale: Land (With or Without Dwelling)

Page 1

PREVIOUS VERSION

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

Summary of Change

Added definition of “Delivery”

UPDATED VERSION

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. "Delivery" shall mean the date any notice or Communication required in this Contract is (i) hand delivered to a Party's broker at the address listed in this Contract; (ii) emailed to a Party's broker at the email address listed in this contract; (iii) uploaded or electronically submitted to a website, or; (iv) provided to a Party's broker through any other agreed upon method. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

Contract of Sale: Land (With or Without Dwelling)

Page 3, Paragraph 3

PREVIOUS VERSION

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

UPDATED VERSION

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be paid by either cash, cashier's check or wire transfer.

Summary of Change

Added clarifying language regarding Closing funds

Contract of Sale: Land (With or Without Dwelling)

Page 3, Paragraph 4

PREVIOUS VERSION

- Other mirrors, if attached
- Central vacuum & attachments
- Floor coverings, if attached
- Key(s) to the property
- Built-in and under cabinet/ counter appliance(s)
- Free standing slide-in/drop-in kitchen stove
- Built-in sound system(s)/ speaker(s)
- coverings, interior & exterior
- Storm windows, screens & storm doors
- Garage door opener(s) & remote transmitting unit(s)
- Fences (includes sub-surface electric & components)
- Mailboxes/Flag poles
- Outside cooking unit(s),if attached
- Propane tank(s) if owned
- Entry gate control(s)
- Water meter, sewer/trash membership, if owned
- All remote controls, if applicable
- Transferable Service Agreements and Product Warranties

UPDATED VERSION

GENERAL ACCESSORIES

- Attic and ceiling fan(s)
- Bathroom mirror(s)
- Other mirrors, if attached
- Central vacuum & attachments
- Floor coverings, if attached
- Key(s) to the property
- Built-in and under cabinet/counter appliance(s)
- Free standing heating unit(s)
- Humidifier(s), if attached
- Water conditioning systems, if owned
- Window treatments & coverings, interior & exterior
- Storm windows, screens& storm doors
- Garage door opener(s) & remote transmitting unit(s)
- Fences (includes sub-surface electric & components)
- Attached recreational equipment
- Exterior landscaping and lighting
- Entry gate control(s)
- Water meter, sewer/trash membership, if owned
- All remote controls, if applicable
- Transferable Service Agreements and Product Warranties
- Generators (if owned and attached)

Summary of Change

Added generators to list of included accessories, equipment and systems

Contract of Sale: Land (With or Without Dwelling)

Page 5, Paragraph 7

PREVIOUS VERSION

i. Buyer and Seller shall have _____ days (7 days if blank) after the Seller's or Seller's Broker, if applicable, receipt of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, Seller shall complete all agreed Treatments, Repairs, or Replacements prior to the Closing Date at Seller's expense (unless otherwise agreed to in writing). If a written agreement is not reached within the time specified in this provision, the Contract shall terminate and the Earnest Money returned to the Buyer.

UPDATED VERSION

i. Buyer and Seller shall have _____ days (7 days if blank) after the Buyer's or Buyer's Broker, if applicable, Delivery of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, Seller shall complete all agreed Treatments, Repairs, or Replacements prior to the Closing Date at Seller's expense (unless otherwise agreed to in writing). If a written agreement is not reached within the time specified in this provision, Seller and Buyer authorize the holder of the Earnest Money, without any further written consent or authorization from either party, to release the Earnest Money to the Buyer and the Contract shall terminate. Buyer, at Buyer's sole option may deliver notice to Seller or Seller's Broker, if applicable, no later than the time specific in this provision that Buyer accepts the property in its present condition and will proceed to Closing and all other provisions of the Contract shall remain in full force and effect.

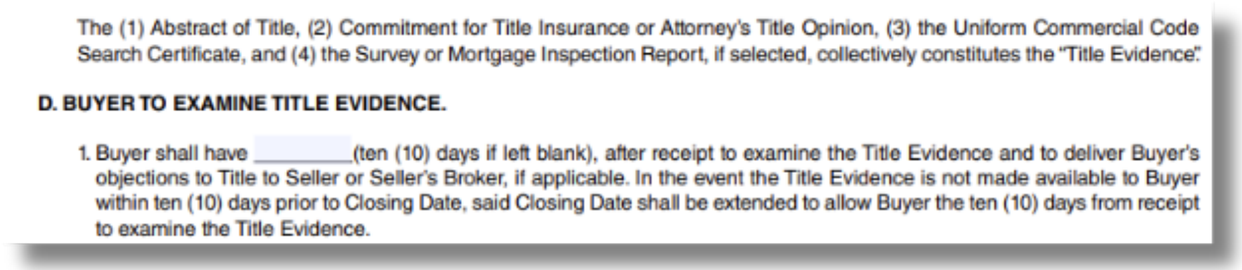
Summary of Change

Capitalized Delivery to reference new definition, added language regarding release of Earnest Money when agreement not reached on TRR, added language for buyer to accept property in current condition

Contract of Sale: Land (With or Without Dwelling)

Page 7, Paragraph 11

PREVIOUS VERSION

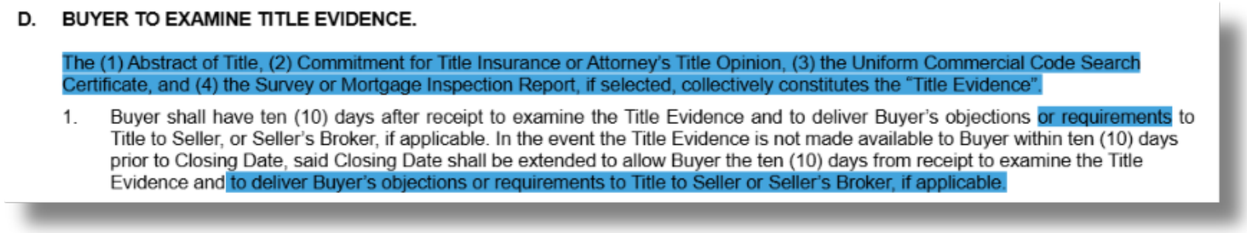


The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence".

D. BUYER TO EXAMINE TITLE EVIDENCE.

1. Buyer shall have _____(ten (10) days if left blank), after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.

UPDATED VERSION



D. BUYER TO EXAMINE TITLE EVIDENCE.

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence".

1. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller, or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller or Seller's Broker, if applicable.

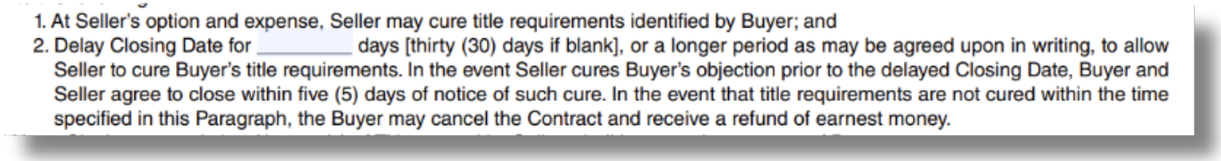
Summary of Change

Added definition of Title Evidence, clarified language that Buyer may submit objections or requirements, clarified language regarding extension to deliver objections and requirements

Contract of Sale: Land (With or Without Dwelling)

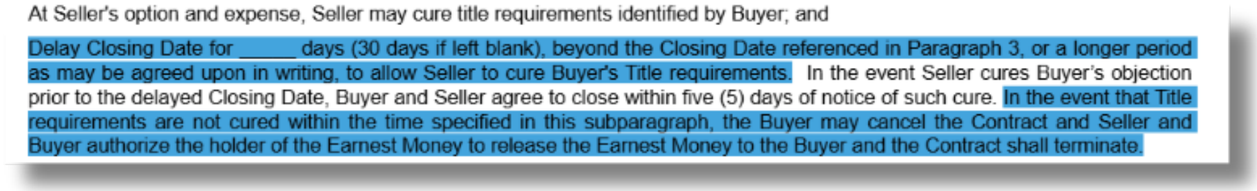
Page 7, Paragraph 11

PREVIOUS VERSION



1. At Seller's option and expense, Seller may cure title requirements identified by Buyer; and
2. Delay Closing Date for _____ days [thirty (30) days if blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of earnest money.

UPDATED VERSION



At Seller's option and expense, Seller may cure title requirements identified by Buyer; and

Delay Closing Date for _____ days (30 days if left blank), beyond the Closing Date referenced in Paragraph 3, or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this subparagraph, the Buyer may cancel the Contract and Seller and Buyer authorize the holder of the Earnest Money to release the Earnest Money to the Buyer and the Contract shall terminate.

Summary of Change

Clarified extension related to curing Title Requirements is extension from Closing Date

Contract of Sale: Land (With or Without Dwelling)

Page 7, Paragraph 18

PREVIOUS VERSION

A. UPON BREACH BY SELLER. If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

UPDATED VERSION

A. **UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract upon delivery of written notice of termination to Seller, or Seller's Broker, if applicable, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

Summary of Change

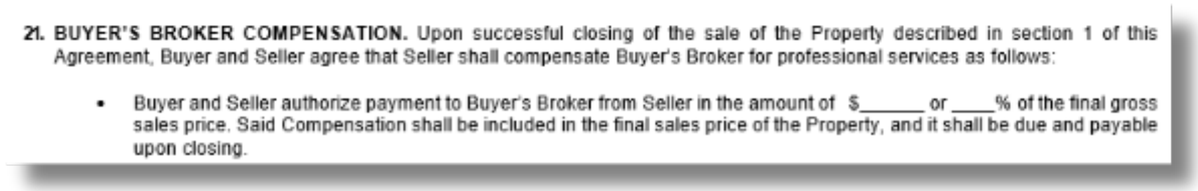
Added language that Buyer must provide written notice of termination to Seller if Seller breaches the Contract and Buyer terminates the Contract

Contract of Sale: Land (With or Without Dwelling)

Page 8, Paragraph 21

PREVIOUS VERSION

UPDATED VERSION



21. BUYER'S BROKER COMPENSATION. Upon successful closing of the sale of the Property described in section 1 of this Agreement, Buyer and Seller agree that Seller shall compensate Buyer's Broker for professional services as follows:

- Buyer and Seller authorize payment to Buyer's Broker from Seller in the amount of $_____ or ____% of the final gross sales price. Said Compensation shall be included in the final sales price of the Property, and it shall be due and payable upon closing.

Summary of Change

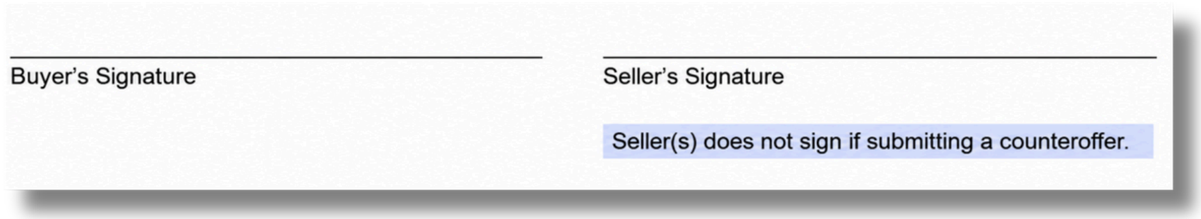
Buyer Broker Compensation negotiation paragraph added directly to the contract– no more additional supplement!

Contract of Sale: Land (With or Without Dwelling)

Page 9, Paragraph 25

PREVIOUS VERSION

UPDATED VERSION


Buyer's Signature

Seller's Signature

Seller(s) does not sign if submitting a counteroffer.

Summary of Change

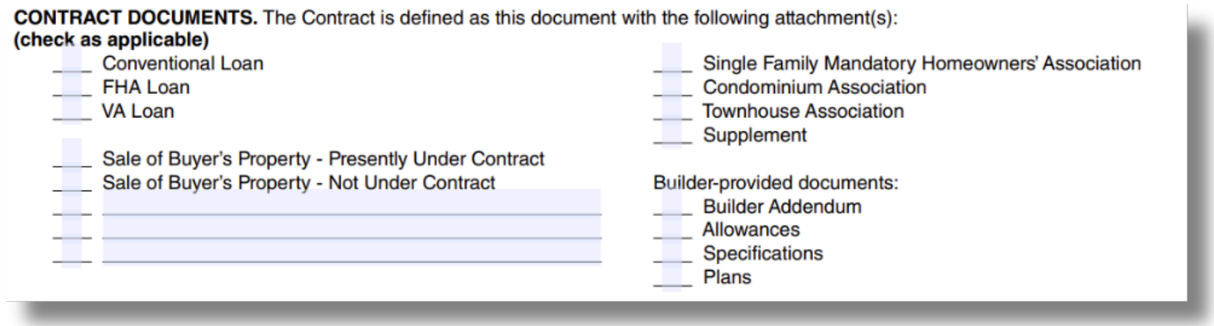
Additional sentence clarifying Seller does not sign purchase contract if submitting a counteroffer

CONTRACT OF SALE: NEW HOME CONSTRUCTION

Contract of Sale: New Home Construction

Page 1

PREVIOUS VERSION



CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

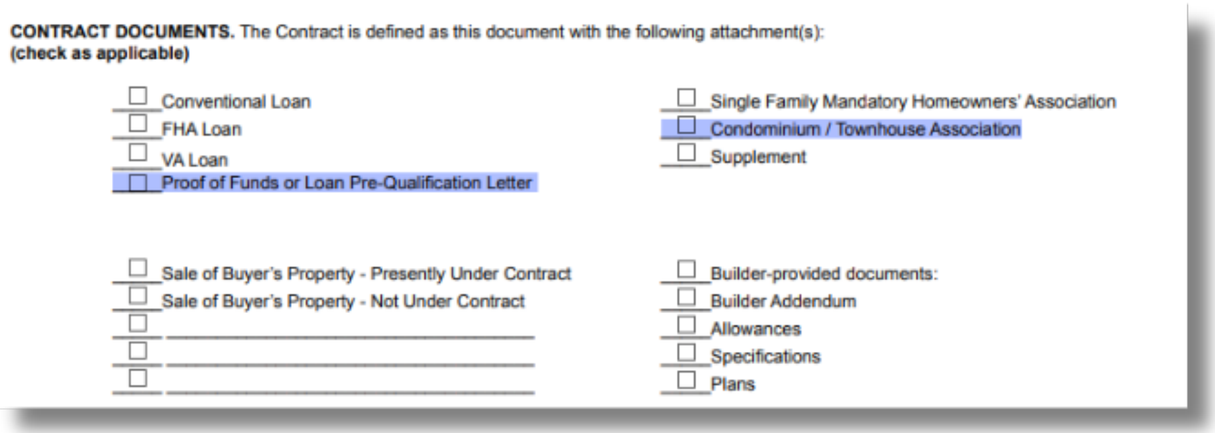
___ Conventional Loan
___ FHA Loan
___ VA Loan

___ Sale of Buyer's Property - Presently Under Contract
___ Sale of Buyer's Property - Not Under Contract
___ _____
___ _____
___ _____

___ Single Family Mandatory Homeowners' Association
___ Condominium Association
___ Townhouse Association
___ Supplement

Builder-provided documents:
___ Builder Addendum
___ Allowances
___ Specifications
___ Plans

UPDATED VERSION



CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

☐ Conventional Loan
☐ FHA Loan
☐ VA Loan
☐ Proof of Funds or Loan Pre-Qualification Letter

☐ Sale of Buyer's Property - Presently Under Contract
☐ Sale of Buyer's Property - Not Under Contract
☐ _____
☐ _____
☐ _____

☐ Single Family Mandatory Homeowners' Association
☐ Condominium / Townhouse Association
☐ Supplement

☐ Builder-provided documents:
☐ Builder Addendum
☐ Allowances
☐ Specifications
☐ Plans

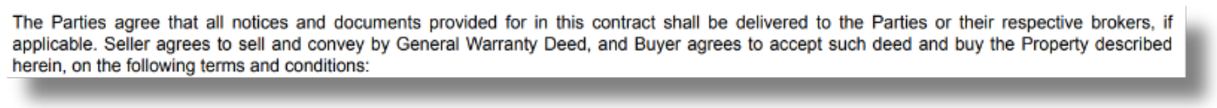
Summary of Change

Added Proof of Funds/Loan Pre-Qualification and modified name of Condominium/Townhouse form

Contract of Sale: New Home Construction

Page 1

PREVIOUS VERSION

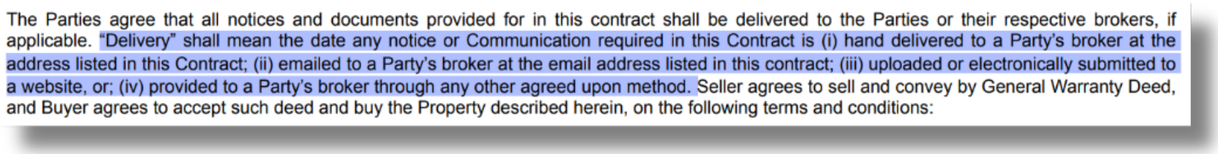


The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

Summary of Change

Added definition of “Delivery”

UPDATED VERSION



The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. "Delivery" shall mean the date any notice or Communication required in this Contract is (i) hand delivered to a Party's broker at the address listed in this Contract; (ii) emailed to a Party's broker at the email address listed in this contract; (iii) uploaded or electronically submitted to a website, or; (iv) provided to a Party's broker through any other agreed upon method. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

Contract of Sale: New Home Construction

Page 3, Paragraph 3

PREVIOUS VERSION

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

UPDATED VERSION

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be paid by either cash, cashier's check or wire transfer.

Summary of Change

Added clarifying language regarding Closing funds

Contract of Sale: New Home Construction

Page 3, Paragraph 5

PREVIOUS VERSION

C. Buyer, or Buyer's Broker, if applicable, within 24-hours after expiration of the time period referenced in Paragraph 5A of the Contract, shall deliver to Seller, in care of the Seller's Broker, if applicable, a copy of all written reports obtained by Buyer, if any, pertaining to the Property. If any results of Buyer's investigation, inspections, or reviews are unsatisfactory to Buyer, then, if applicable, Buyer shall deliver to Seller, in care of Seller's Broker, if applicable, a written list of those unsatisfactory items as indicated on the Notice of Treatments, Repairs and Replacements form. Buyer and Seller shall have _____ days (3 days if left blank) to negotiate a resolution to the unsatisfactory item(s). If a written agreement is not reached between the Buyer and Seller within the time specified within this provision, the Contract shall become null and void and earnest money returned to Buyer.

UPDATED VERSION

C. Buyer, or Buyer's Broker, if applicable, within 24-hours after expiration of the time period referenced in Paragraph 5A of the Contract, shall deliver to Seller, in care of the Seller's Broker, if applicable, a copy of all written reports obtained by Buyer, if any, pertaining to the Property. If any results of Buyer's investigation, inspections, or reviews are unsatisfactory to Buyer, then, if applicable, Buyer shall deliver to Seller, in care of Seller's Broker, if applicable, a written list of those unsatisfactory items as indicated on the Notice of Treatments, Repairs and Replacements form. Buyer and Seller shall have_____ days (3 days if left blank) after the Buyer's or Buyer's Broker, if applicable, Delivery of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, Seller shall complete all agreed Treatments, Repairs, or Replacements prior to the Closing Date at Seller's expense (unless otherwise agreed to in writing). If a written agreement is not reached within the time specified in this provision, Seller and Buyer authorize the holder of the Earnest Money, without any further written consent or authorization from either party, to release the Earnest Money to the Buyer and the Contract shall terminate. Buyer, at Buyer's sole option may deliver notice to Seller or Seller's Broker, if applicable, no later than the time specific in this provision that Buyer accepts the property in its present condition and will proceed to Closing and all other provisions of the Contract shall remain in full force and effect.

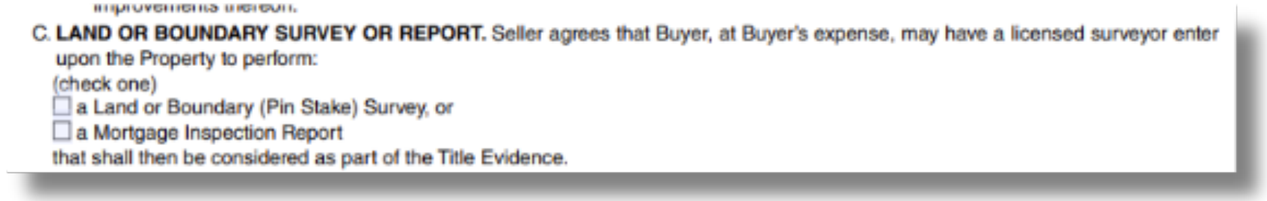
Summary of Change

Capitalized Delivery to reference new definition, added language regarding release of Earnest Money when agreement not reached on TRR, added language for buyer to accept property in current condition

Contract of Sale: New Home Construction

Page 4, Paragraph 12

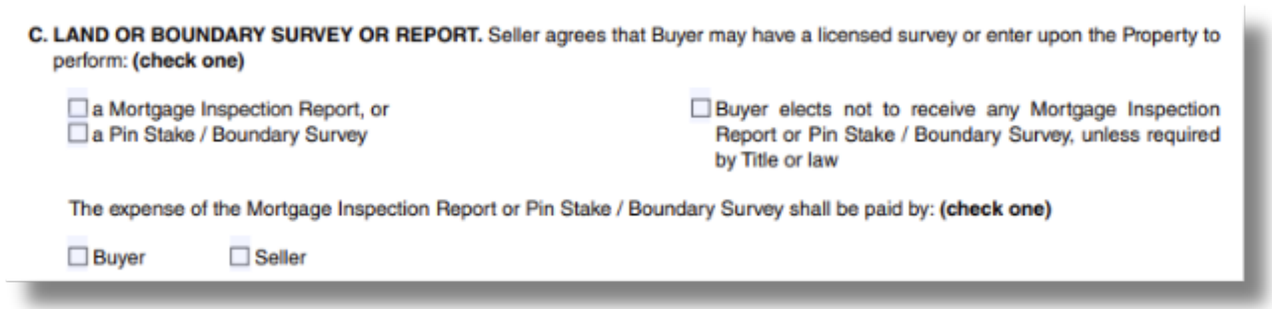
PREVIOUS VERSION



improvements thereon.

C. **LAND OR BOUNDARY SURVEY OR REPORT.** Seller agrees that Buyer, at Buyer's expense, may have a licensed surveyor enter upon the Property to perform:
(check one)
☐ a Land or Boundary (Pin Stake) Survey, or
☐ a Mortgage Inspection Report
that shall then be considered as part of the Title Evidence.

UPDATED VERSION



C. LAND OR BOUNDARY SURVEY OR REPORT. Seller agrees that Buyer may have a licensed survey or enter upon the Property to perform: **(check one)**

☐ a Mortgage Inspection Report, or
☐ a Pin Stake / Boundary Survey

☐ Buyer elects not to receive any Mortgage Inspection Report or Pin Stake / Boundary Survey, unless required by Title or law

The expense of the Mortgage Inspection Report or Pin Stake / Boundary Survey shall be paid by: **(check one)**

☐ Buyer ☐ Seller

Summary of Change

Modifies options for survey/report, allows selection for buyer or seller paid cost

Contract of Sale: New Home Construction

Page 5, Paragraph 12

PREVIOUS VERSION

D. **BUYER TO EXAMINE TITLE EVIDENCE.**

1. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller, or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer, in care of Buyer's Broker, if applicable, within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
2. Buyer agrees to accept title subject to: (i) utility easements serving the property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.

UPDATED VERSION

D. **BUYER TO EXAMINE TITLE EVIDENCE.**

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence".

1. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller, or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller or Seller's Broker, if applicable.

Summary of Change

Added definition of Title Evidence, clarified language that Buyer may submit objections or requirements, clarified language regarding extension to deliver objections and requirements

Contract of Sale: New Home Construction

Page 5, Paragraph 12

PREVIOUS VERSION

1. At Seller's option and expense, Seller may cure title requirements identified by Buyer; and
2. Delay Closing Date for _____ days [thirty (30) days if blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of earnest money.

UPDATED VERSION

At Seller's option and expense, Seller may cure title requirements identified by Buyer; and

Delay Closing Date for _____ days (30 days if left blank), beyond the Closing Date referenced in Paragraph 3, or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this subparagraph, the Buyer may cancel the Contract and Seller and Buyer authorize the holder of the Earnest Money to release the Earnest Money to the Buyer and the Contract shall terminate.

Summary of Change

Clarified extension related to curing Title Requirements is extension from Closing Date

Contract of Sale: New Home Construction

Page 6, Paragraph 18

PREVIOUS VERSION

A. UPON BREACH BY SELLER. If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract upon delivery of written notice of termination to Seller, or Seller's Broker, if applicable, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

B. UPON BREACH BY BUYER. If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) terminate this Contract upon delivery of written notice of termination to Buyer, or Buyer's Broker, if applicable, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

UPDATED VERSION

A. **UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract upon delivery of written notice of termination to Seller, or Seller's Broker, if applicable, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

B. **UPON BREACH BY BUYER.** If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) terminate this Contract upon delivery of written notice of termination to Buyer, or Buyer's Broker, if applicable, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

Summary of Change

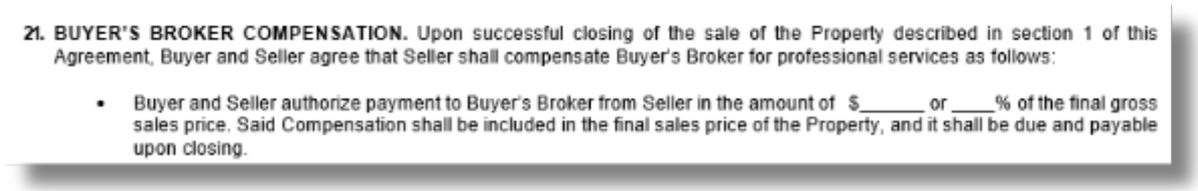
Added language that Buyer must provide written notice of termination to Seller if Seller breaches the Contract and Buyer terminates the Contract

Contract of Sale: New Home Construction

Page 5, Paragraph 24

PREVIOUS VERSION

UPDATED VERSION



21. BUYER'S BROKER COMPENSATION. Upon successful closing of the sale of the Property described in section 1 of this Agreement, Buyer and Seller agree that Seller shall compensate Buyer's Broker for professional services as follows:

- Buyer and Seller authorize payment to Buyer's Broker from Seller in the amount of $_____ or ____% of the final gross sales price. Said Compensation shall be included in the final sales price of the Property, and it shall be due and payable upon closing.

Summary of Change

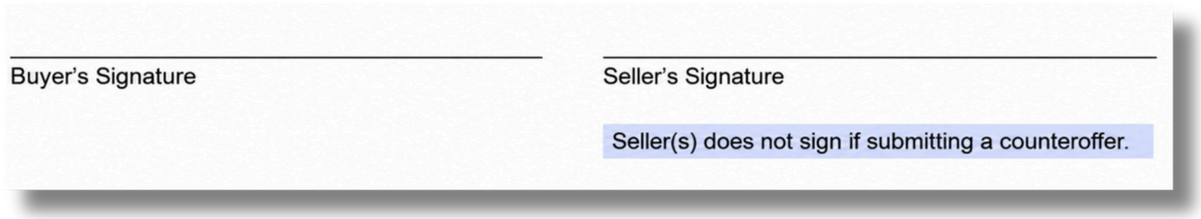
Buyer Broker Compensation negotiation paragraph added directly to the contract– no more additional supplement!

Contract of Sale: New Home Construction

Page 6, Paragraph 26

PREVIOUS VERSION

UPDATED VERSION



Summary of Change

Additional sentence clarifying Seller does not sign purchase contract if submitting a counteroffer

CONTRACT OF SALE: FARM AND RANCH

Contract of Sale: Farm and Ranch

Page 8, Paragraph 30

PREVIOUS VERSION

30. BROKER RELATIONSHIP DISCLOSURE/COMMISSION. Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

☐ (Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.
Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.
☐ (Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.
Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Residential sales Contract Guide has been made available to the seller in print, or at www.orec.ok.gov.

UPDATED VERSION

21. BUYER'S BROKER COMPENSATION. Upon successful closing of the sale of the Property described in section 1 of this Agreement, Buyer and Seller agree that Seller shall compensate Buyer's Broker for professional services as follows:

- Buyer and Seller authorize payment to Buyer's Broker from Seller in the amount of $_____ or ____% of the final gross sales price. Said Compensation shall be included in the final sales price of the Property, and it shall be due and payable upon closing.

Summary of Change

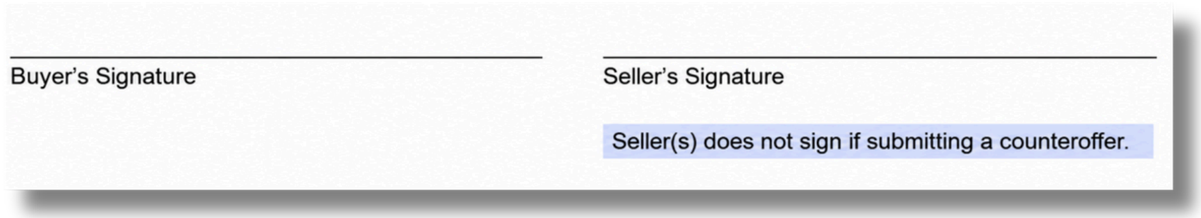
Buyer Broker Compensation negotiation paragraph added directly to the contract– no more additional supplement!

Contract of Sale: Farm and Ranch

Page 9, Paragraph 32

PREVIOUS VERSION

UPDATED VERSION

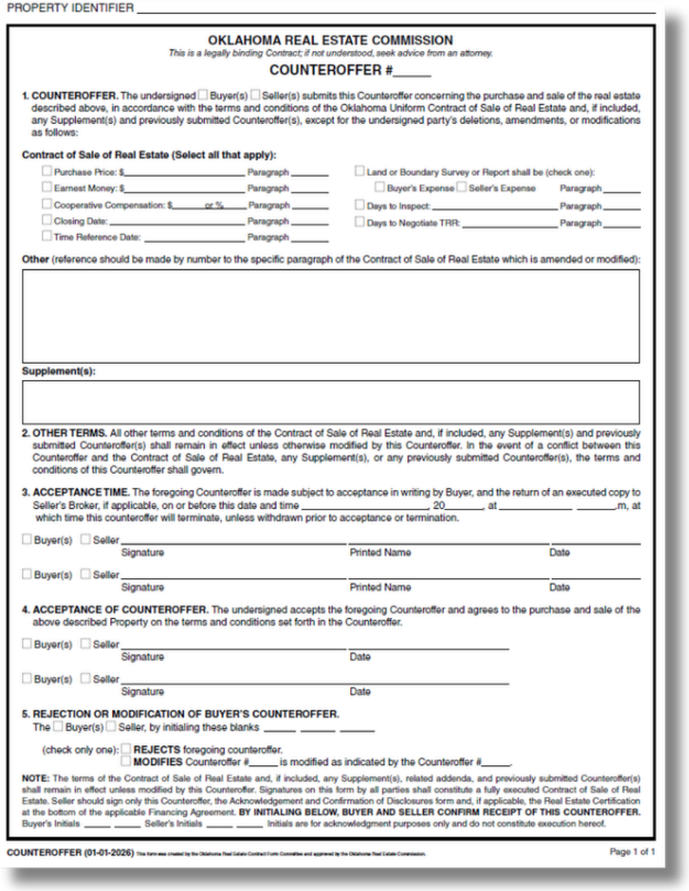


Summary of Change

Additional sentence clarifying Seller does not sign purchase contract if submitting a counteroffer

NEW FORM: COUNTEROFFER

New Form: Counteroffer



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

COUNTEROFFER #_____

1. COUNTEROFFER. The undersigned ☐ Buyer(s) ☐ Seller(s) submits this Counteroffer concerning the purchase and sale of the real estate described above, in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s), except for the undersigned party's deletions, amendments, or modifications as follows:

Contract of Sale of Real Estate (Select all that apply):

☐ Purchase Price: $_____ Paragraph _____
☐ Earnest Money: $_____ Paragraph _____
☐ Cooperative Compensation: $_____ or %_____ Paragraph _____
☐ Closing Date: _____ Paragraph _____
☐ Time Reference Date: _____ Paragraph _____
☐ Land or Boundary Survey or Report shall be (check one):
☐ Buyer's Expense ☐ Seller's Expense Paragraph _____
☐ Days to Inspect: _____ Paragraph _____
☐ Days to Negotiate TRR: _____ Paragraph _____

Other (reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate which is amended or modified):

Supplement(s):

2. OTHER TERMS. All other terms and conditions of the Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s) shall remain in effect unless otherwise modified by this Counteroffer. In the event of a conflict between this Counteroffer and the Contract of Sale of Real Estate, any Supplement(s), or any previously submitted Counteroffer(s), the terms and conditions of this Counteroffer shall govern.

3. ACCEPTANCE TIME. The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time _____, 20_____, at _____ _____m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

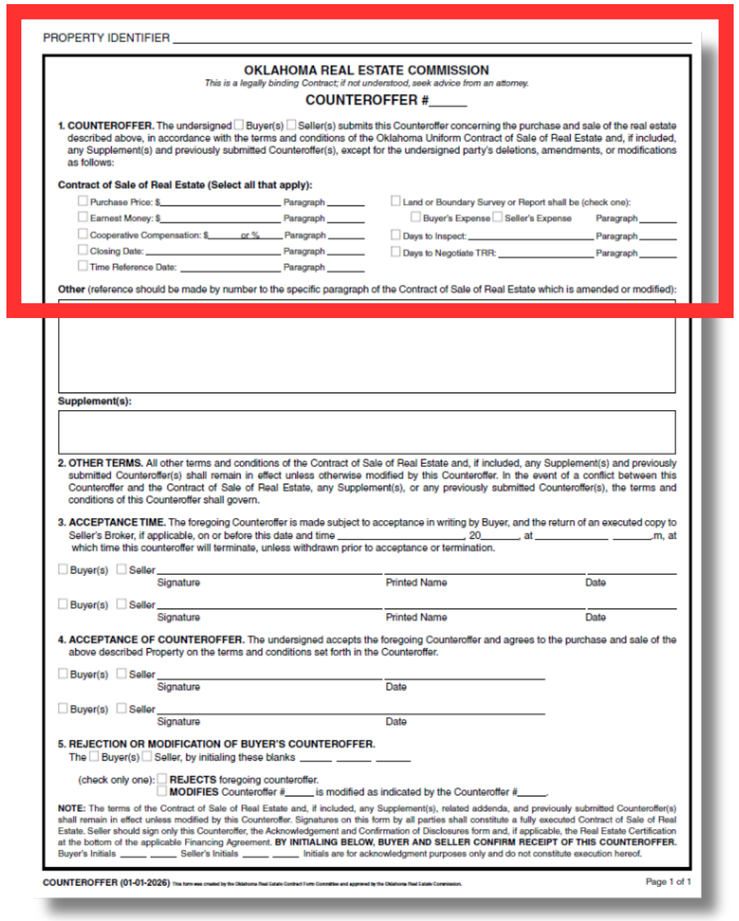
5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

(check only one): ☐ **REJECTS** foregoing counteroffer.
☐ **MODIFIES** Counteroffer #_____ is modified as indicated by the Counteroffer #_____.

NOTE: The terms of the Contract of Sale of Real Estate and, if included, any Supplement(s), related addenda, and previously submitted Counteroffer(s) shall remain in effect unless modified by this Counteroffer. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should sign only this Counteroffer, the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER CONFIRM RECEIPT OF THIS COUNTEROFFER.** Buyer's Initials _____ _____ Seller's Initials _____ _____ Initials are for acknowledgment purposes only and do not constitute execution hereof.

COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

New Form: Counteroffer



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

COUNTEROFFER #_____

1. COUNTEROFFER. The undersigned ☐ Buyer(s) ☐ Seller(s) submits this Counteroffer concerning the purchase and sale of the real estate described above, in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s), except for the undersigned party's deletions, amendments, or modifications as follows:

Contract of Sale of Real Estate (Select all that apply):

☐ Purchase Price: $_____ Paragraph _____
☐ Earnest Money: $_____ Paragraph _____
☐ Cooperative Compensation: $_____ or %_____ Paragraph _____
☐ Closing Date: _____ Paragraph _____
☐ Time Reference Date: _____ Paragraph _____

☐ Land or Boundary Survey or Report shall be (check one):
☐ Buyer's Expense ☐ Seller's Expense Paragraph _____
☐ Days to Inspect: _____ Paragraph _____
☐ Days to Negotiate TRR: _____ Paragraph _____

Other (reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate which is amended or modified):

Supplement(s):

2. OTHER TERMS. All other terms and conditions of the Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s) shall remain in effect unless otherwise modified by this Counteroffer. In the event of a conflict between this Counteroffer and the Contract of Sale of Real Estate, any Supplement(s), or any previously submitted Counteroffer(s), the terms and conditions of this Counteroffer shall govern.

3. ACCEPTANCE TIME. The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time _____, 20_____, at _____ _____m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

(check only one): ☐ **REJECTS** foregoing counteroffer.
☐ **MODIFIES** Counteroffer #_____ is modified as indicated by the Counteroffer #_____.

NOTE: The terms of the Contract of Sale of Real Estate and, if included, any Supplement(s), related addenda, and previously submitted Counteroffer(s) shall remain in effect unless modified by this Counteroffer. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should sign only this Counteroffer, the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER CONFIRM RECEIPT OF THIS COUNTEROFFER.** Buyer's Initials _____ _____ Seller's Initials _____ _____ Initials are for acknowledgment purposes only and do not constitute execution hereof.

COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

COUNTEROFFER #_____

1. COUNTEROFFER. The undersigned ☐ Buyer(s) ☐ Seller(s) submits this Counteroffer concerning the purchase and sale of the real estate described above, in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s), except for the undersigned party's deletions, amendments, or modifications as follows:

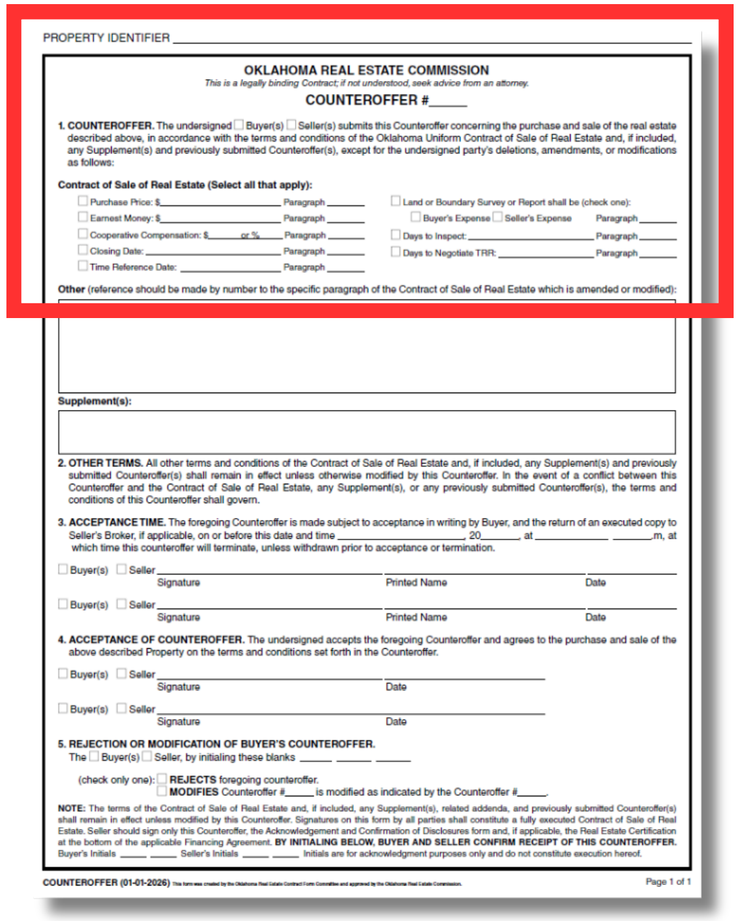
Contract of Sale of Real Estate (Select all that apply):

☐ Purchase Price: $_____ Paragraph _____
☐ Earnest Money: $_____ Paragraph _____
☐ Cooperative Compensation: $_____ or %_____ Paragraph _____
☐ Closing Date: _____ Paragraph _____
☐ Time Reference Date: _____ Paragraph _____

☐ Land or Boundary Survey or Report shall be (check one):
☐ Buyer's Expense ☐ Seller's Expense Paragraph _____
☐ Days to Inspect: _____ Paragraph _____
☐ Days to Negotiate TRR: _____ Paragraph _____

Other (reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate which is amended or modified):

New Form: Counteroffer



PROPERTY IDENTIFIER _____

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Supplement(s):

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3. ACCEPTANCE TIME. The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time _____, 20_____, at _____ _____m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

(check only one): ☐ **REJECTS** foregoing counteroffer.
☐ **MODIFIES** Counteroffer #_____ is modified as indicated by the Counteroffer #_____.

NOTE: The terms of the Contract of Sale of Real Estate and, if included, any Supplement(s), related addenda, and previously submitted Counteroffer(s) shall remain in effect unless modified by this Counteroffer. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should sign only this Counteroffer, the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER CONFIRM RECEIPT OF THIS COUNTEROFFER.**
Buyer's Initials _____ _____ Seller's Initials _____ _____ Initials are for acknowledgment purposes only and do not constitute execution hereof.

COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally bi… …n an attorney.

COUNTEROFFER #_____

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Contract of Sale of Real Estate (Select all that apply):

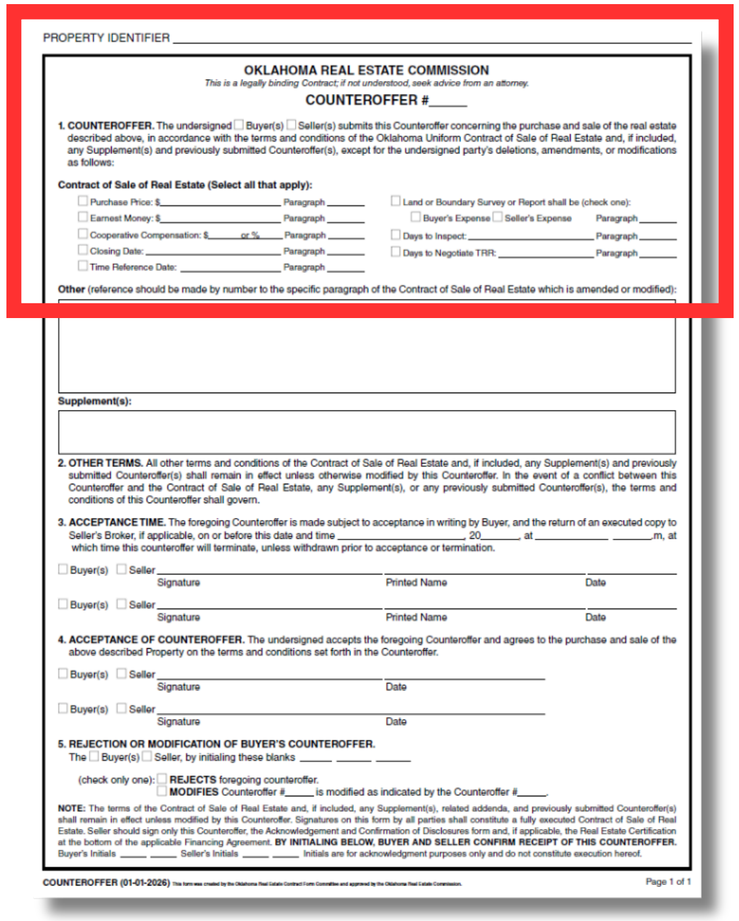
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☐ Earnest Money: $_____ Paragraph _____
☐ Cooperative Compensation: $_____ or %_____ Paragraph _____
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☐ Days to Inspect: _____ Paragraph _____
☐ Days to Negotiate TRR: _____ Paragraph _____

Other (reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate which is amended or modified):

One form for all counteroffers – no more buyer and seller specific forms.

New Form: Counteroffer



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

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3. ACCEPTANCE TIME. The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time _____, 20_____, at _____ _____m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

(check only one): ☐ **REJECTS** foregoing counteroffer.
☐ **MODIFIES** Counteroffer #_____ is modified as indicated by the Counteroffer #_____.

NOTE: The terms of the Contract of Sale of Real Estate and, if included, any Supplement(s), related addenda, and previously submitted Counteroffer(s) shall remain in effect unless modified by this Counteroffer. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should sign only this Counteroffer, the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER CONFIRM RECEIPT OF THIS COUNTEROFFER.**
Buyer's Initials _____ _____ Seller's Initials _____ _____ Initials are for acknowledgment purposes only and do not constitute execution hereof.

COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

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1. COUNTEROFFER. The undersigned ☐ Buyer(s) ☐ Seller(s) submits this Counteroffer concerning the purchase and sale of the real estate described above, in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s), except for the undersigned party's deletions, amendments, or modifications as follows:

Contract of Sale of Real Estate (Select all that apply):

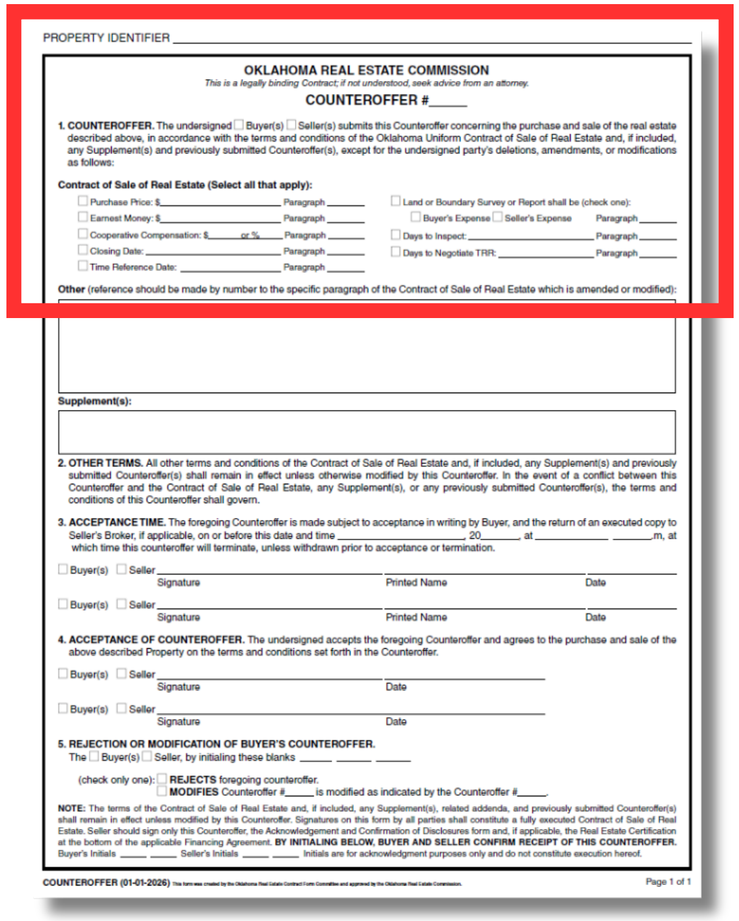
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☐ Earnest Money: $_____ Paragraph _____
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☐ Closing Date: _____ Paragraph _____
☐ Time Reference Date: _____ Paragraph _____

☐ Land or Boundary Survey or Report shall be (check one):
☐ Buyer's Expense ☐ Seller's Expense Paragraph _____
☐ Days to Inspect: _____ Paragraph _____
☐ Days to Negotiate TRR: _____ Paragraph _____

Other (reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate which is amended or modified):

Select the party you are working with

New Form: Counteroffer



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

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Supplement(s):

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3. ACCEPTANCE TIME. The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time _____, 20_____, at _____ _____m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

(check only one): ☐ **REJECTS** foregoing counteroffer.
☐ **MODIFIES** Counteroffer #_____ is modified as indicated by the Counteroffer #_____.

NOTE: The terms of the Contract of Sale of Real Estate and, if included, any Supplement(s), related addenda, and previously submitted Counteroffer(s) shall remain in effect unless modified by this Counteroffer. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should sign only this Counteroffer, the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER CONFIRM RECEIPT OF THIS COUNTEROFFER.** Buyer's Initials _____ _____ Seller's Initials _____ _____ Initials are for acknowledgment purposes only and do not constitute execution hereof.

COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

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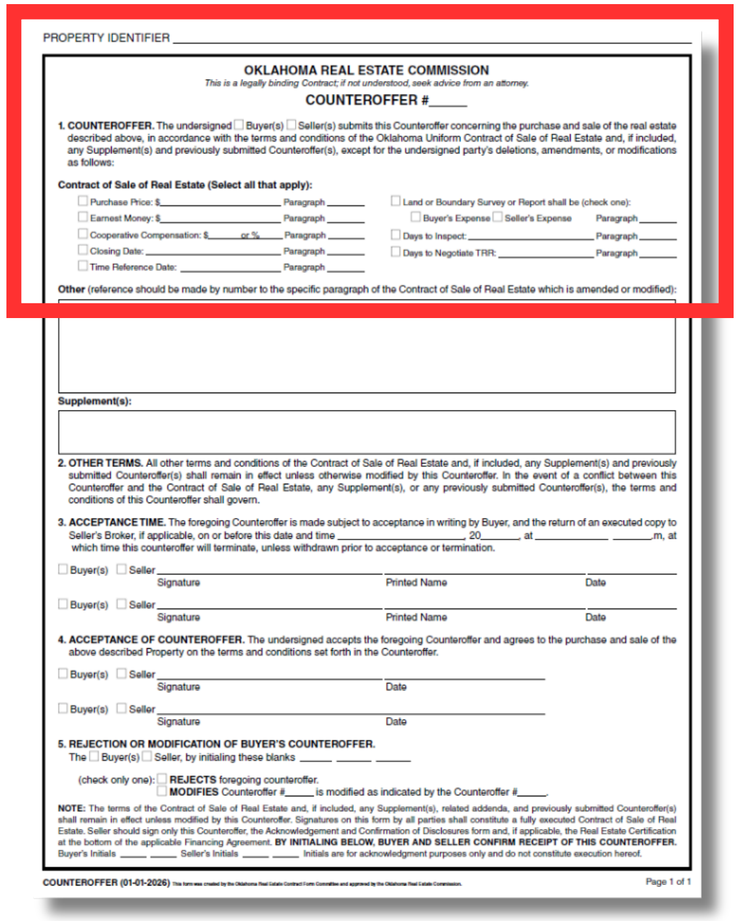
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☐ Days to Inspect: _____ Paragraph _____
☐ Days to Negotiate TRR: _____ Paragraph _____

Other (reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate which is amended or modified):

Commonly amended items are easily checkable. Input the Paragraph number based on the contract you are utilizing.

New Form: Counteroffer



PROPERTY IDENTIFIER _____

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☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

(check only one): ☐ **REJECTS** foregoing counteroffer.
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COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

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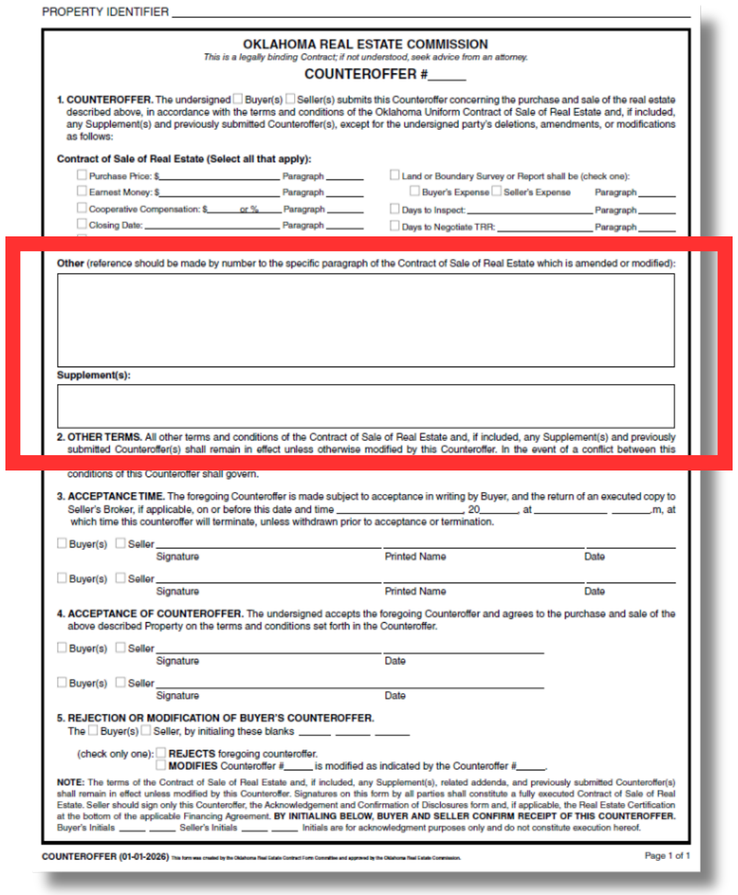
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New Form: Counteroffer



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

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Signature Date

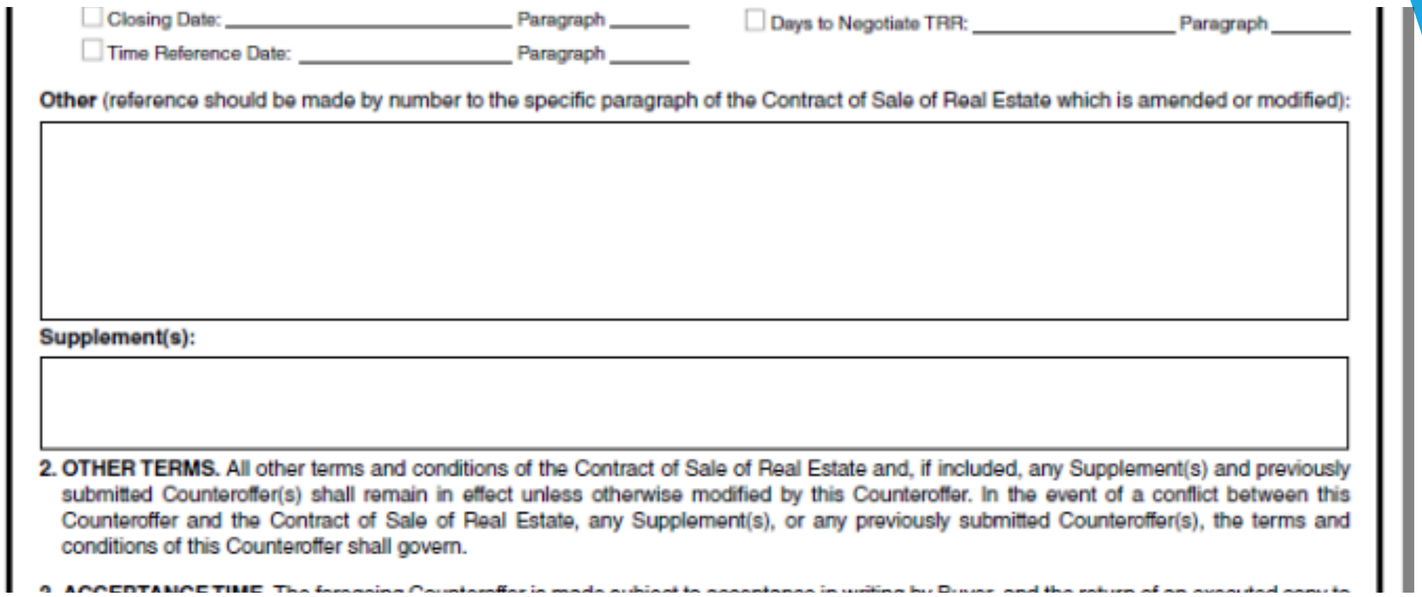
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Signature Date

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The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

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COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1



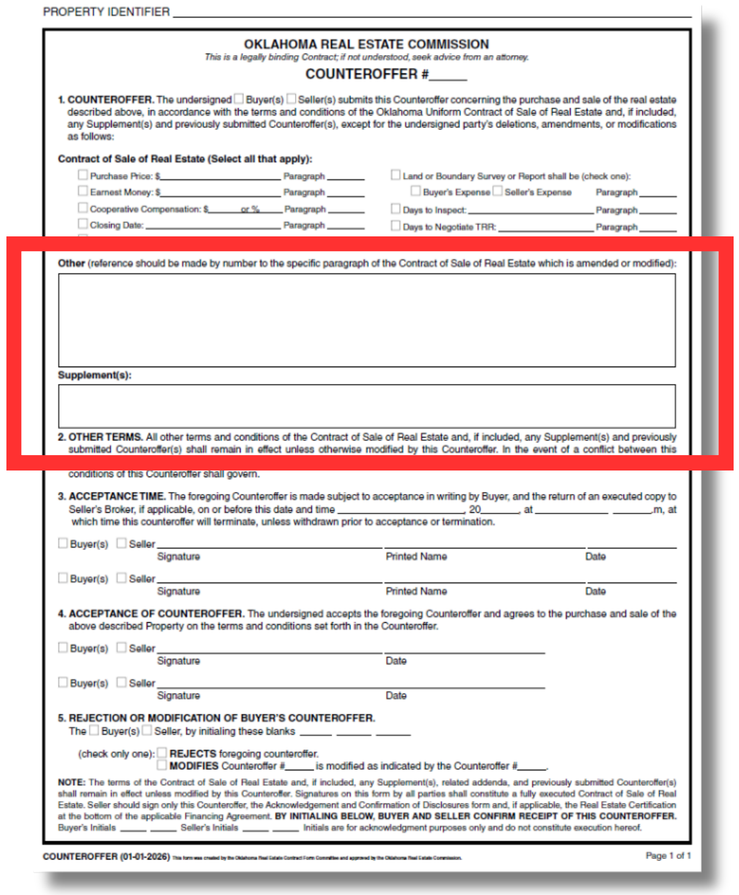
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2. OTHER TERMS. All other terms and conditions of the Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s) shall remain in effect unless otherwise modified by this Counteroffer. In the event of a conflict between this Counteroffer and the Contract of Sale of Real Estate, any Supplement(s), or any previously submitted Counteroffer(s), the terms and conditions of this Counteroffer shall govern.

New Form: Counteroffer



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

COUNTEROFFER #_____

1. COUNTEROFFER. The undersigned ☐ Buyer(s) ☐ Seller(s) submits this Counteroffer concerning the purchase and sale of the real estate described above, in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s), except for the undersigned party's deletions, amendments, or modifications as follows:

Contract of Sale of Real Estate (Select all that apply):

☐ Purchase Price: $_____ Paragraph _____
☐ Earnest Money: $_____ Paragraph _____
☐ Cooperative Compensation: $_____ or %_____ Paragraph _____
☐ Closing Date: _____ Paragraph _____
☐ Land or Boundary Survey or Report shall be (check one): ☐ Buyer's Expense ☐ Seller's Expense Paragraph _____
☐ Days to Inspect: _____ Paragraph _____
☐ Days to Negotiate TRR: _____ Paragraph _____

Other (reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate which is amended or modified):

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3. ACCEPTANCE TIME. The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time _____, 20_____, at _____ _____m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

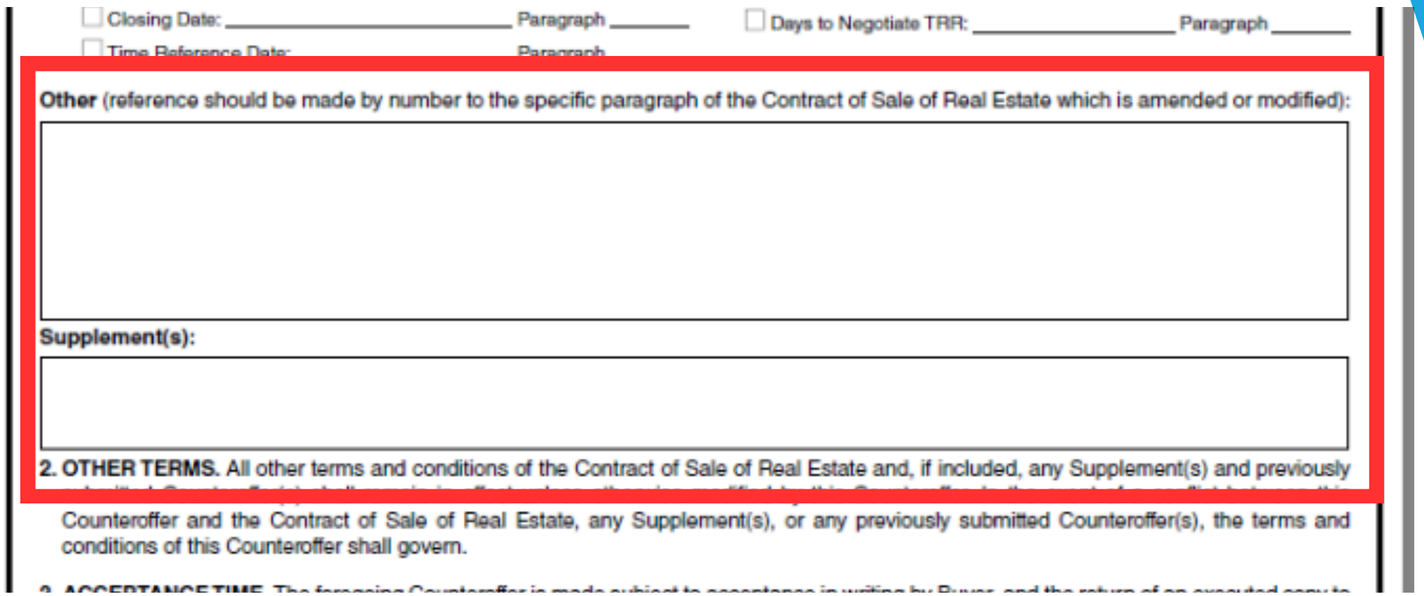
☐ Buyer(s) ☐ Seller _____ _____
Signature Date

5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

(check only one): ☐ **REJECTS** foregoing counteroffer.
☐ **MODIFIES** Counteroffer #_____ is modified as indicated by the Counteroffer #_____.

NOTE: The terms of the Contract of Sale of Real Estate and, if included, any Supplement(s), related addenda, and previously submitted Counteroffer(s) shall remain in effect unless modified by this Counteroffer. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should sign only this Counteroffer, the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER CONFIRM RECEIPT OF THIS COUNTEROFFER.** Buyer's Initials _____ _____ Seller's Initials _____ _____ Initials are for acknowledgment purposes only and do not constitute execution hereof.

COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1



☐ Closing Date: _____ Paragraph _____ ☐ Days to Negotiate TRR: _____ Paragraph _____
☐ Time Reference Date: _____ Paragraph _____

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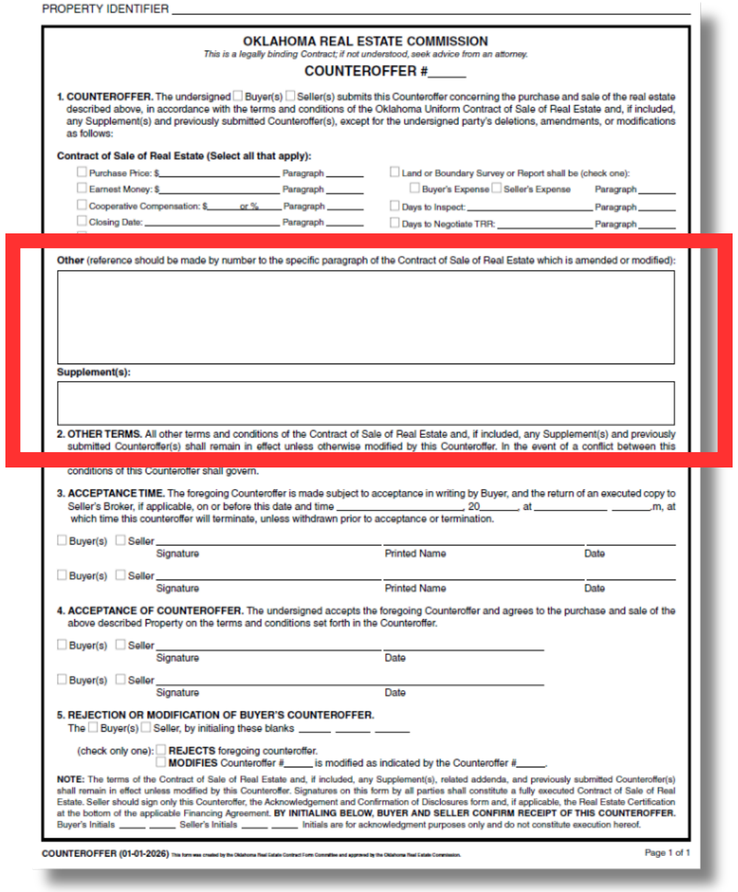
Supplement(s):

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Counteroffer and the Contract of Sale of Real Estate, any Supplement(s), or any previously submitted Counteroffer(s), the terms and conditions of this Counteroffer shall govern.

Larger "Other" box for all other countered items.
Supplements have their own section

New Form: Counteroffer



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

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Signature Printed Name Date

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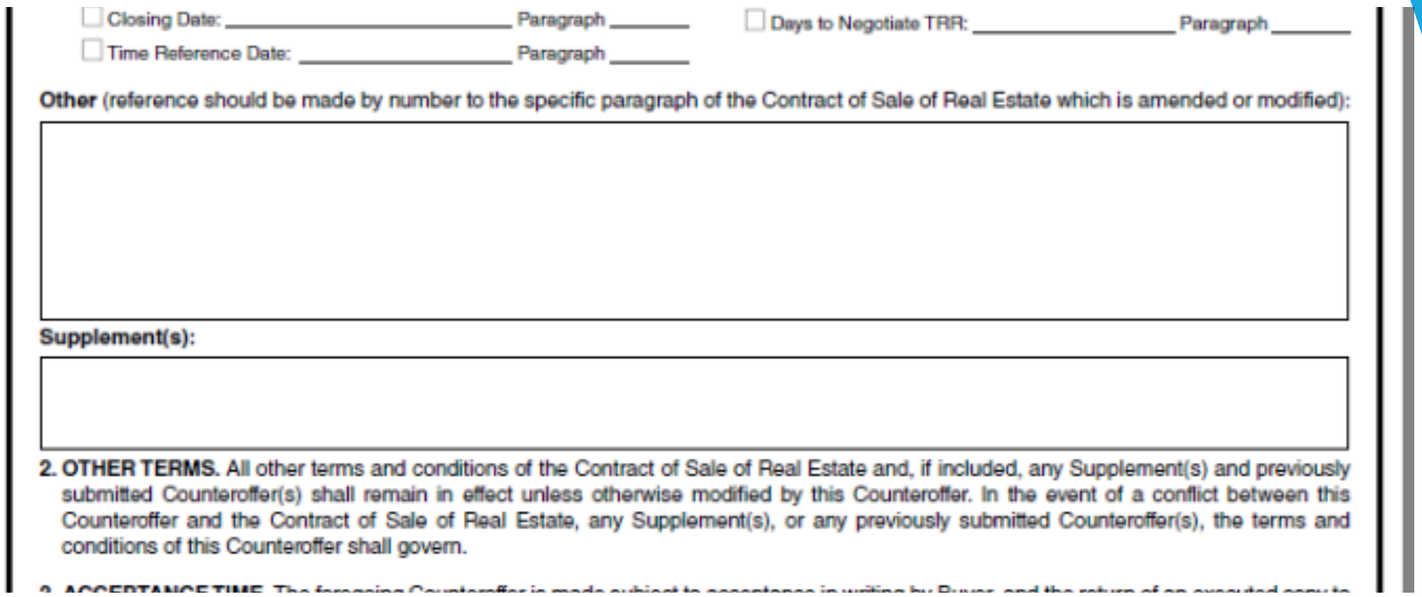
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Signature Date

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COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1



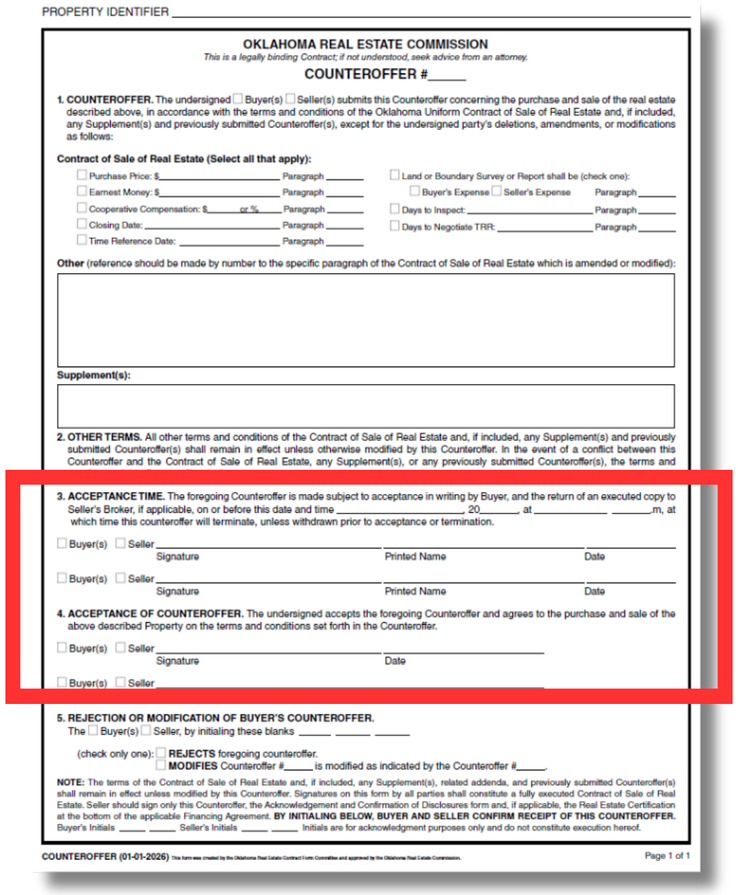
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New Form: Counteroffer



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

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3. ACCEPTANCE TIME. The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time _____, 20_____, at _____ _____m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

☐ Buyer(s) ☐ Seller _____
Signature Date

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The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

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COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

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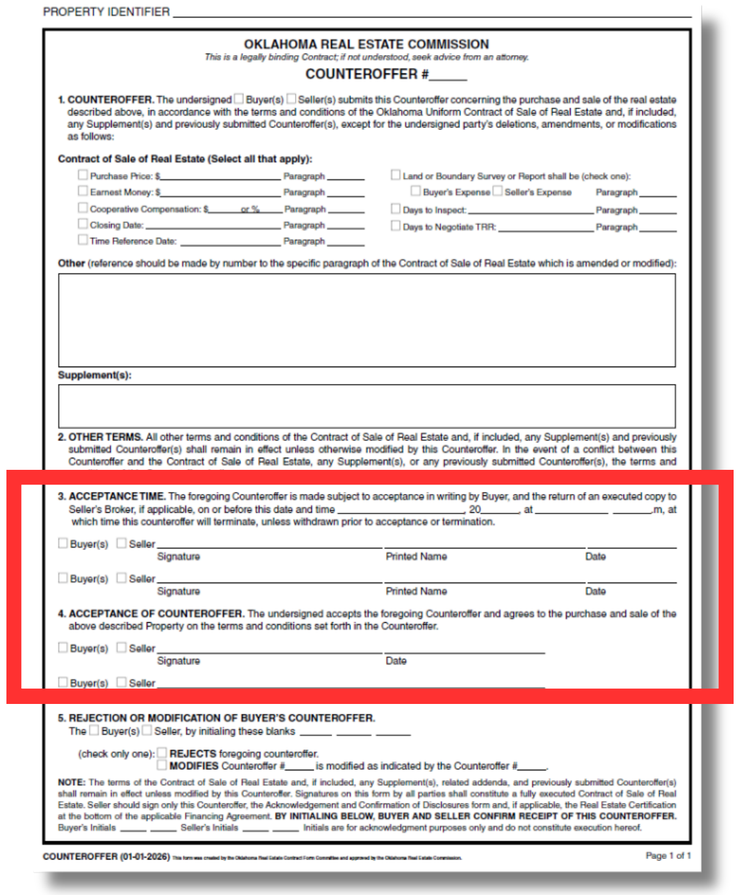
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☐ Buyer(s) ☐ Seller _____ _____
Signature Date

☐ Buyer(s) ☐ Seller _____
Signature Date

5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

New Form: Counteroffer



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

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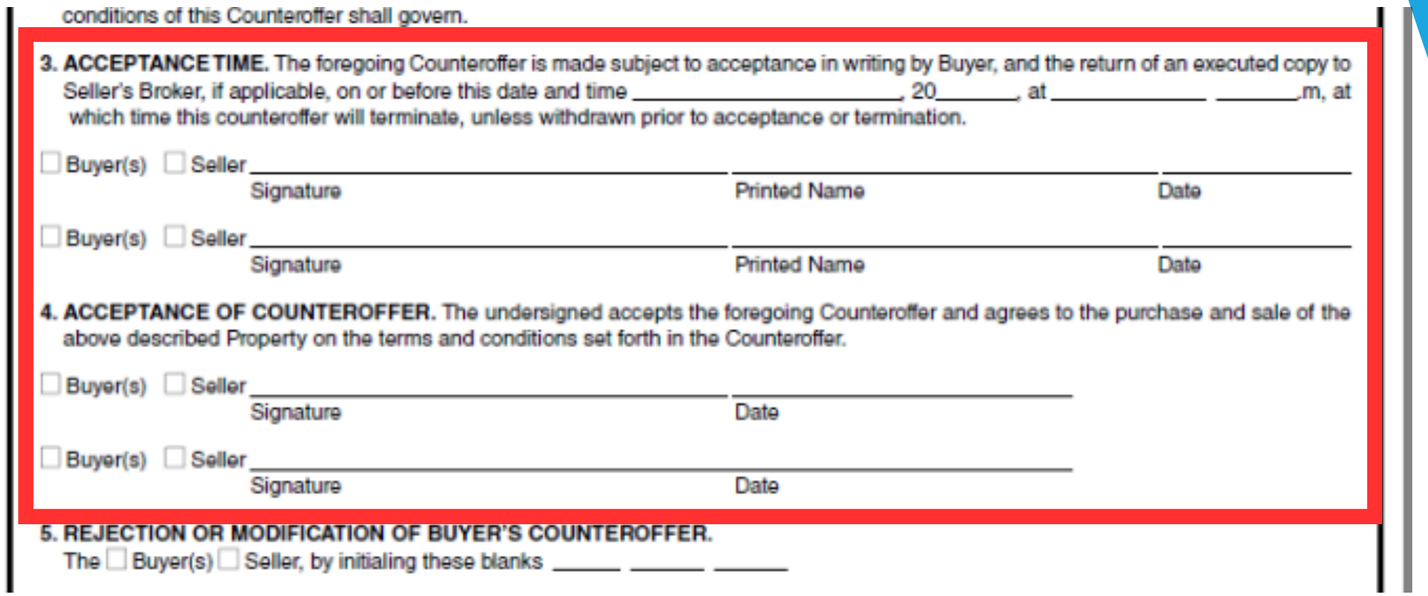
☐ Buyer(s) ☐ Seller _____

5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

(check only one): ☐ **REJECTS** foregoing counteroffer.
☐ **MODIFIES** Counteroffer #_____ is modified as indicated by the Counteroffer #_____.

NOTE: The terms of the Contract of Sale of Real Estate and, if included, any Supplement(s), related addenda, and previously submitted Counteroffer(s) shall remain in effect unless modified by this Counteroffer. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should sign only this Counteroffer, the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER CONFIRM RECEIPT OF THIS COUNTEROFFER.** Buyer's Initials _____ _____ Seller's Initials _____ _____ Initials are for acknowledgment purposes only and do not constitute execution hereof.

COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1



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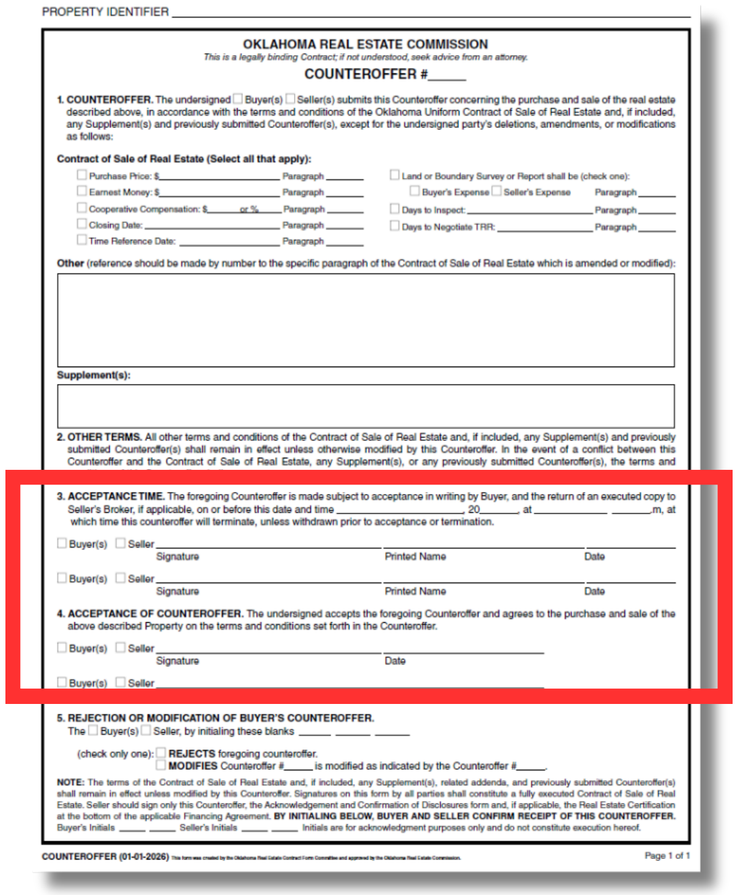
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Signature Date

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The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

Simplified signature block with selectable party designations. Time stamps removed except for expiration of counter.

New Form: Counteroffer



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

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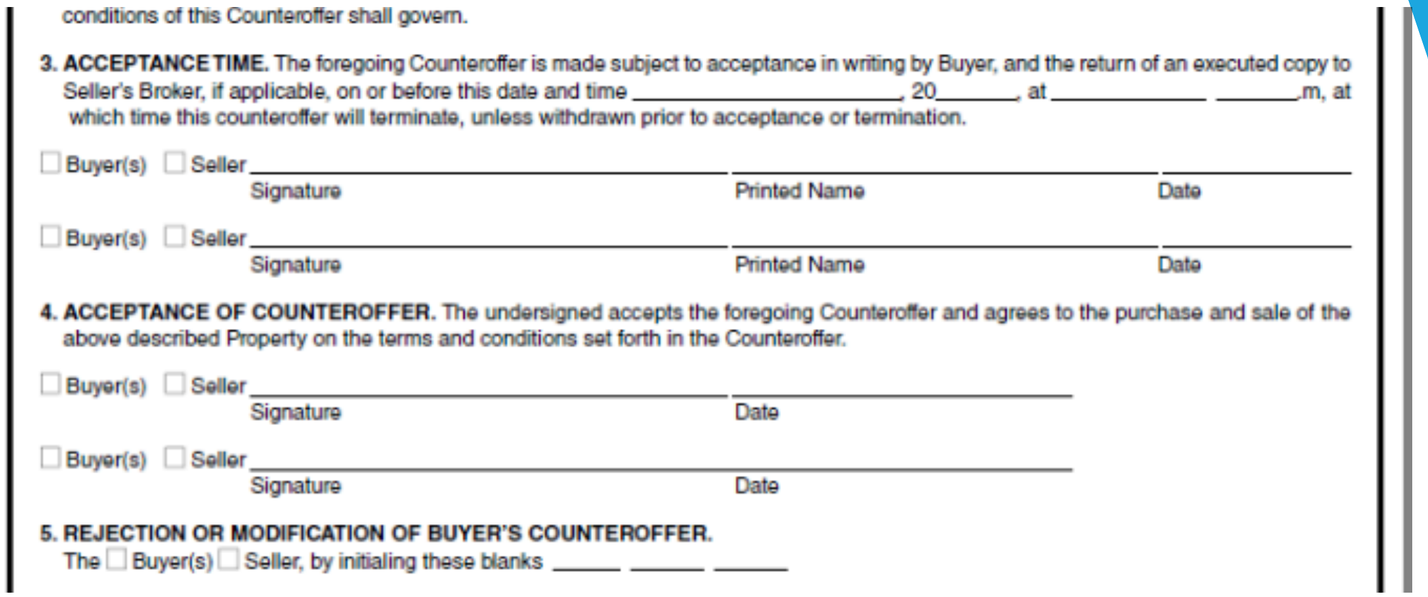
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COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1



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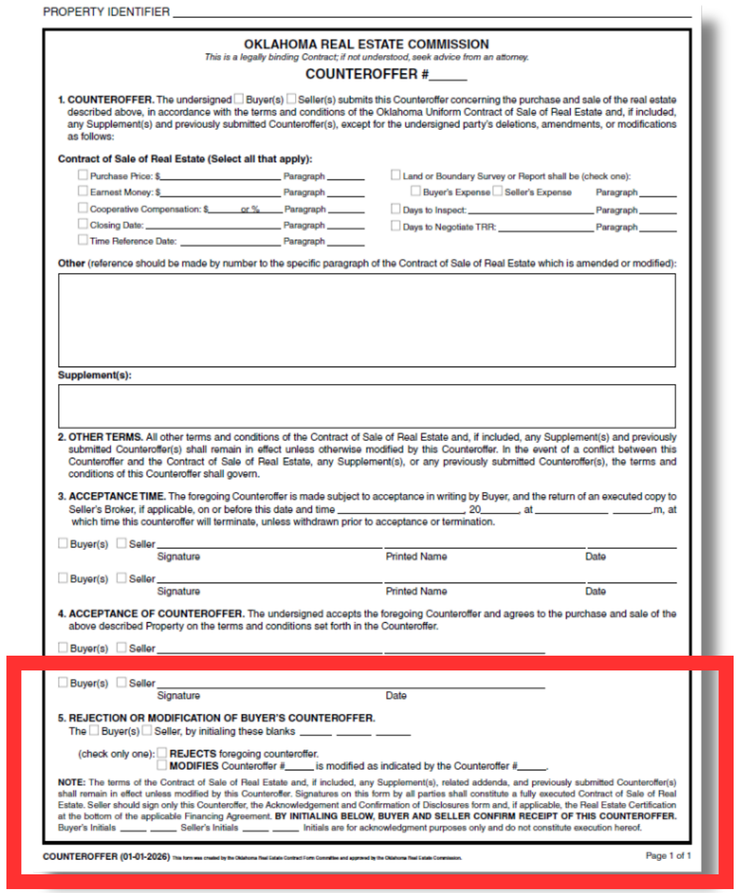
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New Form: Counteroffer



PROPERTY IDENTIFIER _____

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Signature Date

☐ Buyer(s) ☐ Seller _____
Signature Date

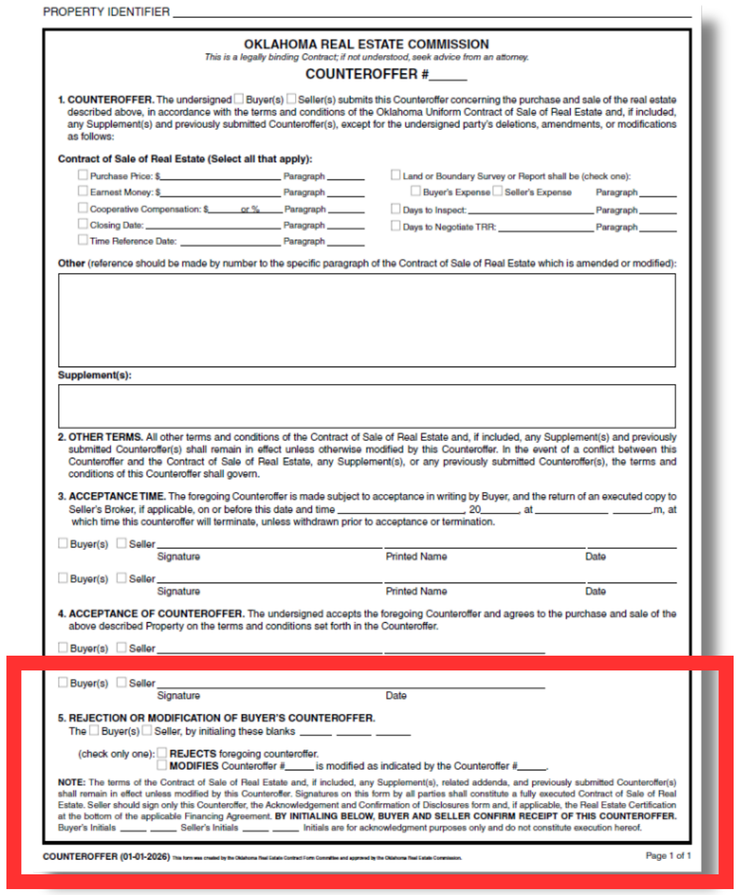
5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

(check only one): ☐ **REJECTS** foregoing counteroffer.
☐ **MODIFIES** Counteroffer #_____ is modified as indicated by the Counteroffer #_____.

NOTE: The terms of the Contract of Sale of Real Estate and, if included, any Supplement(s), related addenda, and previously submitted Counteroffer(s) shall remain in effect unless modified by this Counteroffer. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should sign only this Counteroffer, the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER CONFIRM RECEIPT OF THIS COUNTEROFFER.** Buyer's Initials _____ _____ Seller's Initials _____ _____ Initials are for acknowledgment purposes only and do not constitute execution hereof.

COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

New Form: Counteroffer



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

COUNTEROFFER #_____

1. COUNTEROFFER. The undersigned ☐ Buyer(s) ☐ Seller(s) submits this Counteroffer concerning the purchase and sale of the real estate described above, in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s), except for the undersigned party's deletions, amendments, or modifications as follows:

Contract of Sale of Real Estate (Select all that apply):

☐ Purchase Price: $_____ Paragraph _____
☐ Earnest Money: $_____ Paragraph _____
☐ Cooperative Compensation: $_____ or %_____ Paragraph _____
☐ Closing Date: _____ Paragraph _____
☐ Time Reference Date: _____ Paragraph _____
☐ Land or Boundary Survey or Report shall be (check one): ☐ Buyer's Expense ☐ Seller's Expense Paragraph _____
☐ Days to Inspect: _____ Paragraph _____
☐ Days to Negotiate TRR: _____ Paragraph _____

Other (reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate which is amended or modified):

Supplement(s):

2. OTHER TERMS. All other terms and conditions of the Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s) shall remain in effect unless otherwise modified by this Counteroffer. In the event of a conflict between this Counteroffer and the Contract of Sale of Real Estate, any Supplement(s), or any previously submitted Counteroffer(s), the terms and conditions of this Counteroffer shall govern.

3. ACCEPTANCE TIME. The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time _____, 20_____, at _____ _____m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____

☐ Buyer(s) ☐ Seller _____
Signature Date

5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

(check only one): ☐ **REJECTS** foregoing counteroffer.
☐ **MODIFIES** Counteroffer #_____ is modified as indicated by the Counteroffer #_____.

NOTE: The terms of the Contract of Sale of Real Estate and, if included, any Supplement(s), related addenda, and previously submitted Counteroffer(s) shall remain in effect unless modified by this Counteroffer. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should sign only this Counteroffer, the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER CONFIRM RECEIPT OF THIS COUNTEROFFER.** Buyer's Initials _____ _____ Seller's Initials _____ _____ Initials are for acknowledgment purposes only and do not constitute execution hereof.

COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1



4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

☐ Buyer(s) ☐ Seller _____
Signature Date

5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

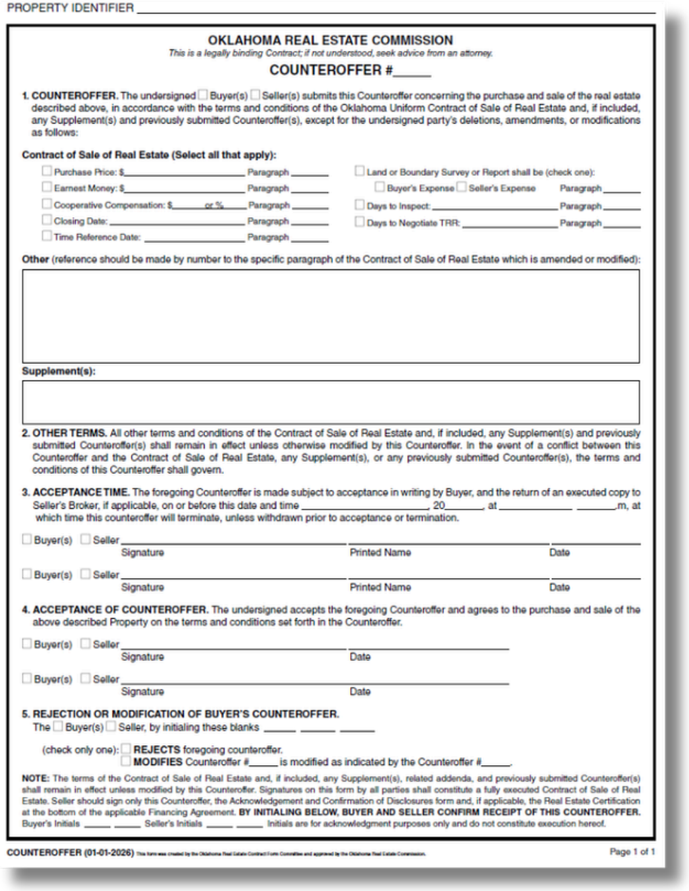
(check only one): ☐ **REJECTS** foregoing counteroffer.
☐ **MODIFIES** Counteroffer #_____ is modified as indicated by the Counteroffer #_____.

NOTE: The terms of the Contract of Sale of Real Estate and, if included, any Supplement(s), related addenda, and previously submitted Counteroffer(s) shall remain in effect unless modified by this Counteroffer. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should sign only this Counteroffer, the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER CONFIRM RECEIPT OF THIS COUNTEROFFER.** Buyer's Initials _____ _____ Seller's Initials _____ _____ Initials are for acknowledgment purposes only and do not constitute execution hereof.

COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

Modification references the current and next counteroffer.

New Form: Counteroffer



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

COUNTEROFFER #_____

1. COUNTEROFFER. The undersigned ☐ Buyer(s) ☐ Seller(s) submits this Counteroffer concerning the purchase and sale of the real estate described above, in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s), except for the undersigned party's deletions, amendments, or modifications as follows:

Contract of Sale of Real Estate (Select all that apply):

☐ Purchase Price: $_____ Paragraph _____
☐ Earnest Money: $_____ Paragraph _____
☐ Cooperative Compensation: $_____ or %_____ Paragraph _____
☐ Closing Date: _____ Paragraph _____
☐ Time Reference Date: _____ Paragraph _____
☐ Land or Boundary Survey or Report shall be (check one):
☐ Buyer's Expense ☐ Seller's Expense Paragraph _____
☐ Days to Inspect: _____ Paragraph _____
☐ Days to Negotiate TRR: _____ Paragraph _____

Other (reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate which is amended or modified):

Supplement(s):

2. OTHER TERMS. All other terms and conditions of the Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s) shall remain in effect unless otherwise modified by this Counteroffer. In the event of a conflict between this Counteroffer and the Contract of Sale of Real Estate, any Supplement(s), or any previously submitted Counteroffer(s), the terms and conditions of this Counteroffer shall govern.

3. ACCEPTANCE TIME. The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time _____, 20_____, at _____ _____m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

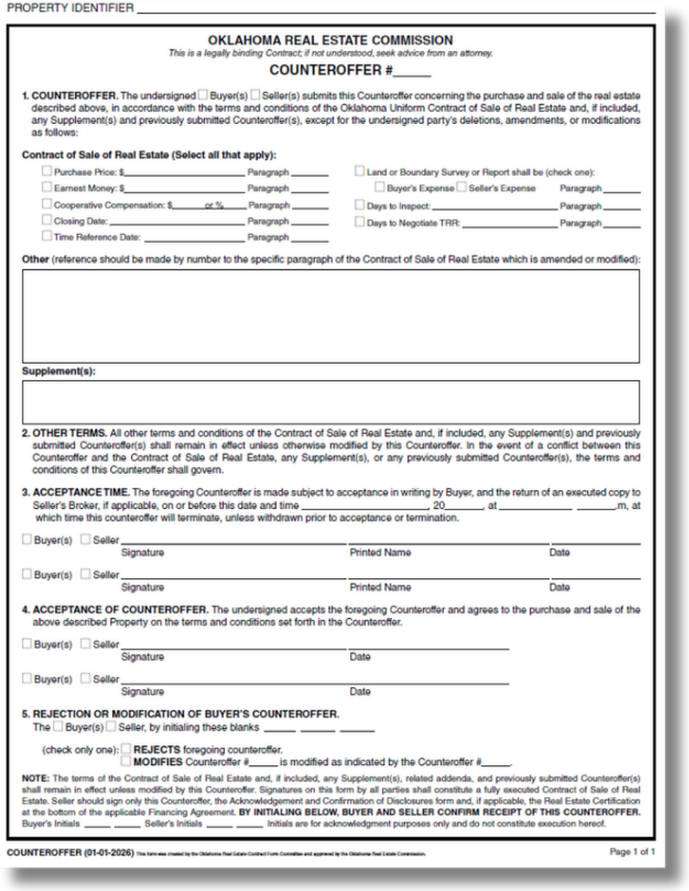
5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

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COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

New Form: Counteroffer



PROPERTY IDENTIFIER _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

COUNTEROFFER #_____

1. COUNTEROFFER. The undersigned ☐ Buyer(s) ☐ Seller(s) submits this Counteroffer concerning the purchase and sale of the real estate described above, in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s), except for the undersigned party's deletions, amendments, or modifications as follows:

Contract of Sale of Real Estate (Select all that apply):

☐ Purchase Price: $_____ Paragraph _____
☐ Earnest Money: $_____ Paragraph _____
☐ Cooperative Compensation: $_____ or %_____ Paragraph _____
☐ Closing Date: _____ Paragraph _____
☐ Time Reference Date: _____ Paragraph _____
☐ Land or Boundary Survey or Report shall be (check one): ☐ Buyer's Expense ☐ Seller's Expense Paragraph _____
☐ Days to Inspect: _____ Paragraph _____
☐ Days to Negotiate TRR: _____ Paragraph _____

Other (reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate which is amended or modified):

Supplement(s):

2. OTHER TERMS. All other terms and conditions of the Contract of Sale of Real Estate and, if included, any Supplement(s) and previously submitted Counteroffer(s) shall remain in effect unless otherwise modified by this Counteroffer. In the event of a conflict between this Counteroffer and the Contract of Sale of Real Estate, any Supplement(s), or any previously submitted Counteroffer(s), the terms and conditions of this Counteroffer shall govern.

3. ACCEPTANCE TIME. The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time _____, 20_____, at _____ _____m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

☐ Buyer(s) ☐ Seller _____ _____ _____
Signature Printed Name Date

4. ACCEPTANCE OF COUNTEROFFER. The undersigned accepts the foregoing Counteroffer and agrees to the purchase and sale of the above described Property on the terms and conditions set forth in the Counteroffer.

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

☐ Buyer(s) ☐ Seller _____ _____
Signature Date

5. REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.
The ☐ Buyer(s) ☐ Seller, by initialing these blanks _____ _____ _____

(check only one): ☐ **REJECTS** foregoing counteroffer.
☐ **MODIFIES** Counteroffer #_____ is modified as indicated by the Counteroffer #_____.

NOTE: The terms of the Contract of Sale of Real Estate and, if included, any Supplement(s), related addenda, and previously submitted Counteroffer(s) shall remain in effect unless modified by this Counteroffer. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should sign only this Counteroffer, the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER CONFIRM RECEIPT OF THIS COUNTEROFFER.** Buyer's Initials _____ _____ Seller's Initials _____ _____ Initials are for acknowledgment purposes only and do not constitute execution hereof.

COUNTEROFFER (01-01-2026) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

We'd love to hear your feedback!

help@orec.ok.gov

LISTING AGREEMENT: EXCLUSIVE RIGHT TO SELL

Listing Agreement: Exclusive Right to Sell

Page 1, Paragraph 2

PREVIOUS VERSION

2. This Agreement begins on _____, and terminates (except for the provisions of Paragraph 3) at midnight on _____. This Agreement shall not exceed twelve (12) months in duration.

3. Seller acknowledges the compensation in this Agreement is fully negotiable and not set by law. The compensation section in this Agreement must be completed before it can be signed by the Seller. This Agreement is not enforceable if this section is left blank.

UPDATED VERSION

2. This Agreement begins on _____, and terminates (except for the provisions of Paragraph 3) at midnight on _____. This Agreement shall not exceed twelve (12) months in duration.

Broker shall begin marketing the Property publicly on or before _____.

For purposes of this Agreement, marketing includes advertising the Property, promotion through social media, or submission of the Property to a multiple listing service (MLS).

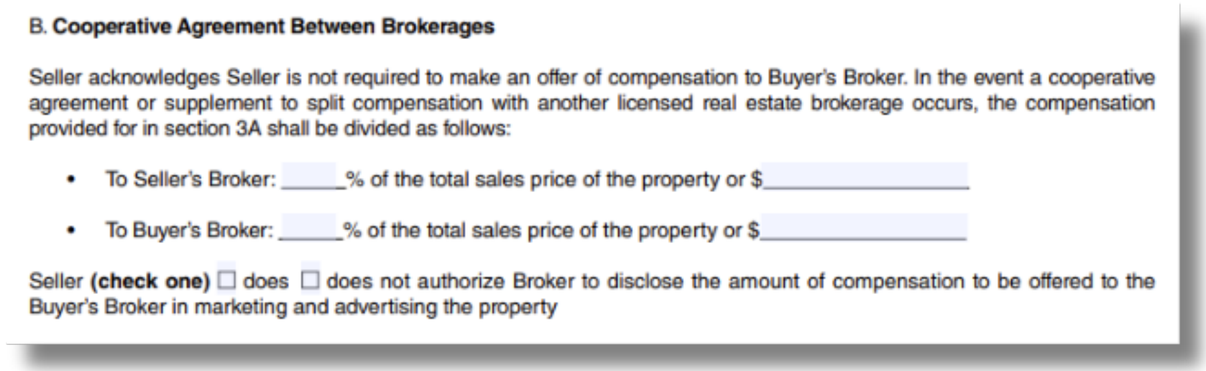
Summary of Change

Added field for marketing start date for increased flexibility

Listing Agreement: Exclusive Right to Sell

Page 1, Paragraph 3

PREVIOUS VERSION



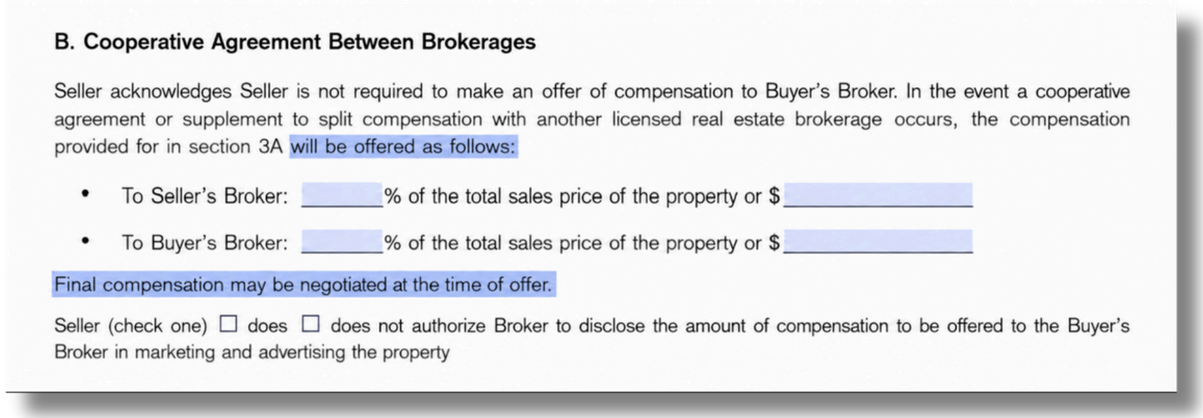
B. **Cooperative Agreement Between Brokerages**

Seller acknowledges Seller is not required to make an offer of compensation to Buyer's Broker. In the event a cooperative agreement or supplement to split compensation with another licensed real estate brokerage occurs, the compensation provided for in section 3A shall be divided as follows:

- To Seller's Broker: _____% of the total sales price of the property or $_____
- To Buyer's Broker: _____% of the total sales price of the property or $_____

Seller **(check one)** ☐ does ☐ does not authorize Broker to disclose the amount of compensation to be offered to the Buyer's Broker in marketing and advertising the property

UPDATED VERSION



B. Cooperative Agreement Between Brokerages

Seller acknowledges Seller is not required to make an offer of compensation to Buyer's Broker. In the event a cooperative agreement or supplement to split compensation with another licensed real estate brokerage occurs, the compensation provided for in section 3A will be offered as follows:

- To Seller's Broker: _____% of the total sales price of the property or $_____
- To Buyer's Broker: _____% of the total sales price of the property or $_____

Final compensation may be negotiated at the time of offer.

Seller (check one) ☐ does ☐ does not authorize Broker to disclose the amount of compensation to be offered to the Buyer's Broker in marketing and advertising the property

Summary of Change

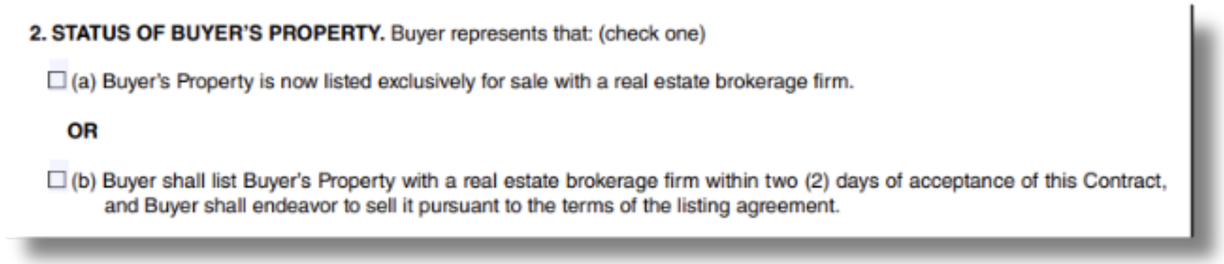
Added language to clarify Buyer Broker Compensation will be ultimately negotiated at time of offer

CONDITIONED ON SALE: NOT UNDER CONTRACT

Conditioned on Sale: Not Under Contract

Page 1, Paragraph 2

PREVIOUS VERSION



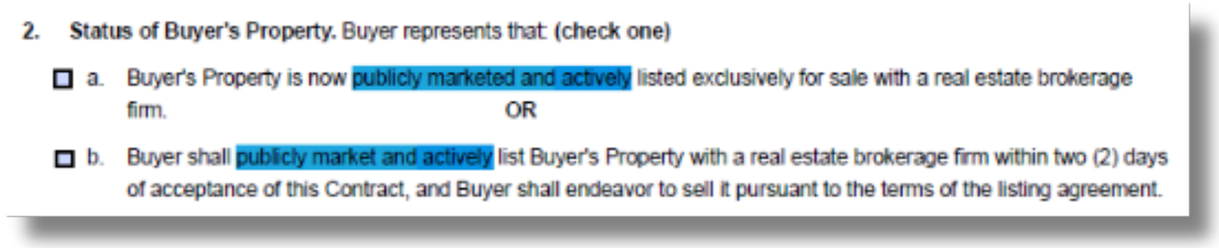
2. STATUS OF BUYER'S PROPERTY. Buyer represents that: (check one)

☐ (a) Buyer's Property is now listed exclusively for sale with a real estate brokerage firm.

OR

☐ (b) Buyer shall list Buyer's Property with a real estate brokerage firm within two (2) days of acceptance of this Contract, and Buyer shall endeavor to sell it pursuant to the terms of the listing agreement.

UPDATED VERSION



2. Status of Buyer's Property. Buyer represents that: **(check one)**

☐ a. Buyer's Property is now publicly marketed and actively listed exclusively for sale with a real estate brokerage firm.

OR

☐ b. Buyer shall publicly market and actively list Buyer's Property with a real estate brokerage firm within two (2) days of acceptance of this Contract, and Buyer shall endeavor to sell it pursuant to the terms of the listing agreement.

Summary of Change

Clarifies a listing must be active and publicly marketed for sale when contingent

FINANCING SUPPLEMENT: CONVENTIONAL LOAN

Financing Supplement: Conventional Loan

Page 1, Paragraph 1

PREVIOUS VERSION

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan,** or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender** to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan committment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

UPDATED VERSION

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan** and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation.** Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

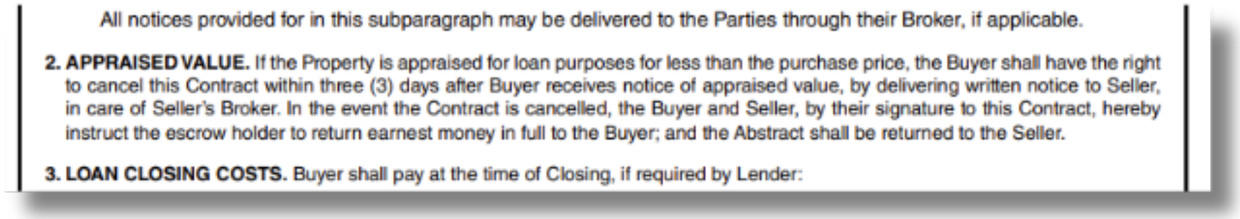
Summary of Change

Removed language to clarify all parties need to agree to change type of financing

Financing Supplement: Conventional Loan

Page 1, Paragraph 2 & 3

PREVIOUS VERSION

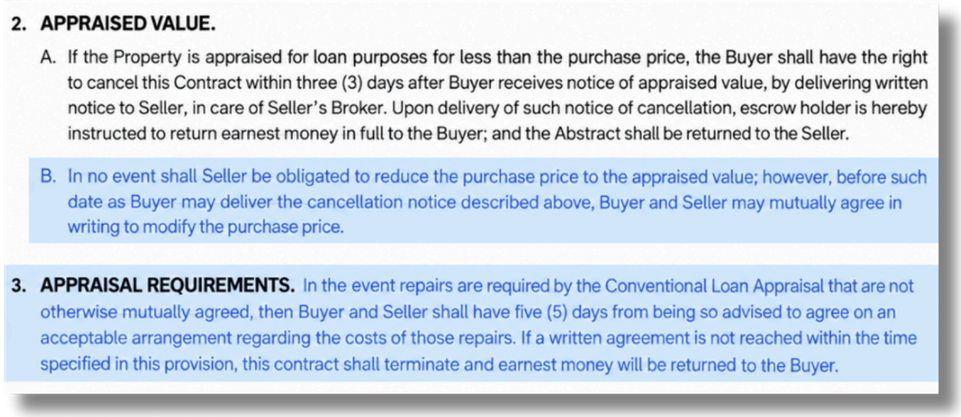


All notices provided for in this subparagraph may be delivered to the Parties through their Broker, if applicable.

2. APPRAISED VALUE. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. In the event the Contract is cancelled, the Buyer and Seller, by their signature to this Contract, hereby instruct the escrow holder to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

3. LOAN CLOSING COSTS. Buyer shall pay at the time of Closing, if required by Lender:

UPDATED VERSION



2. APPRAISED VALUE.

A. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. Upon delivery of such notice of cancellation, escrow holder is hereby instructed to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

B. In no event shall Seller be obligated to reduce the purchase price to the appraised value; however, before such date as Buyer may deliver the cancellation notice described above, Buyer and Seller may mutually agree in writing to modify the purchase price.

3. APPRAISAL REQUIREMENTS. In the event repairs are required by the Conventional Loan Appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this contract shall terminate and earnest money will be returned to the Buyer.

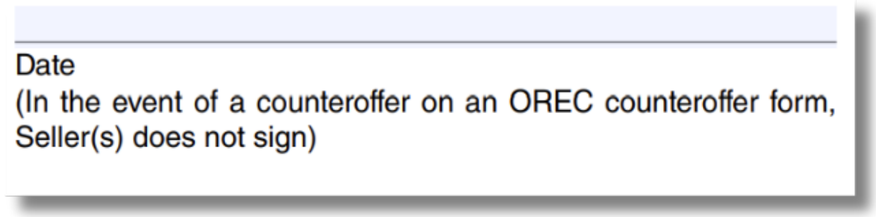
Summary of Change

Added Appraised Value provision clarifying Buyer's right to cancel if appraisal is below Purchase Price, clarified Seller not obligated to reduce Purchase Price to Appraised Value, added 5-day time period to agree on appraisal requirements

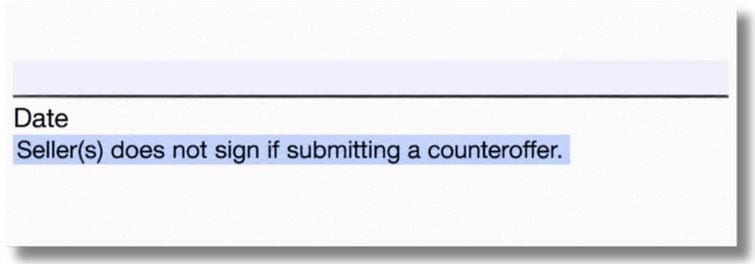
Financing Supplement: Conventional Loan

Page 2

PREVIOUS VERSION


Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION


Date
Seller(s) does not sign if submitting a counteroffer.

Summary of Change

Modified sentence affirming Seller does not sign financing supplement when submitting counteroffer

FINANCING SUPPLEMENT: FHA LOAN

Financing Supplement: FHA Loan

Page 1, Paragraph 1

PREVIOUS VERSION

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan,** or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender** to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan committment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

UPDATED VERSION

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan** and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation.** Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

Summary of Change

Removed language to clarify all parties need to agree to change type of financing

Financing Supplement: FHA Loan

Page 2, Paragraph 3 & 4

PREVIOUS VERSION

3. APPRAISAL REQUIREMENTS. In the event repairs are required by the FHA appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this contract shall terminate and earnest money will be returned to the Buyer.

4. ADDITIONAL PROVISIONS

UPDATED VERSION

3. APPRAISED VALUE.

A. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. Upon delivery of such notice of cancellation, escrow holder is hereby instructed to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

B. In no event shall Seller be obligated to reduce the purchase price to the appraised value; however, before such date as Buyer may deliver the cancellation notice described above, Buyer and Seller may mutually agree in writing to modify the purchase price.

Nothing contained in this paragraph shall modify, restrict or waive any right afforded Buyer under the FHA Amendatory Clause contained herein.

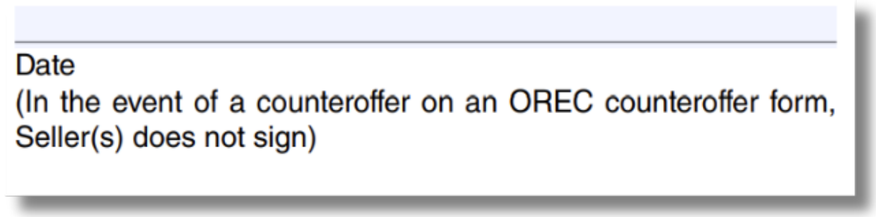
Summary of Change

Added Appraised Value provision clarifying Buyer's right to cancel if appraisal is below Purchase Price, clarified Seller not obligated to reduce Purchase Price to Appraised Value, clarified these provisions do not affect Buyer's rights under FHA Amendatory Clause

Financing Supplement: FHA Loan

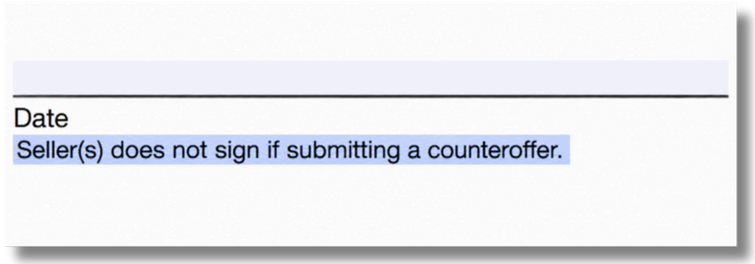
Page 2

PREVIOUS VERSION



Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION



Date
Seller(s) does not sign if submitting a counteroffer.

Summary of Change

Modified sentence affirming Seller does not sign financing supplement when submitting counteroffer

FINANCING SUPPLEMENT: VA LOAN

Financing Supplement: VA Loan

Page 1, Paragraph 1

PREVIOUS VERSION

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan,** or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender** to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan committment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

UPDATED VERSION

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan** and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation.** Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

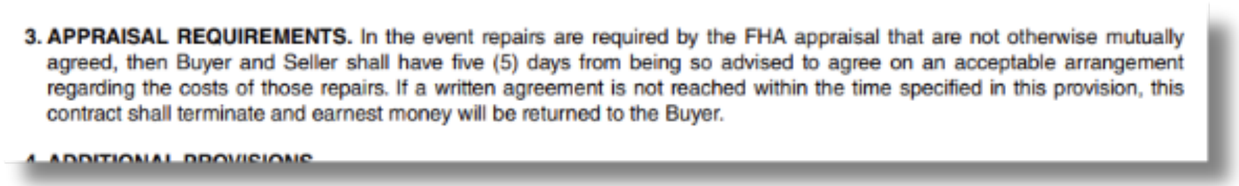
Summary of Change

Removed language to clarify all parties need to agree to change type of financing

Financing Supplement: VA Loan

Page 2, Paragraph 3 & 4

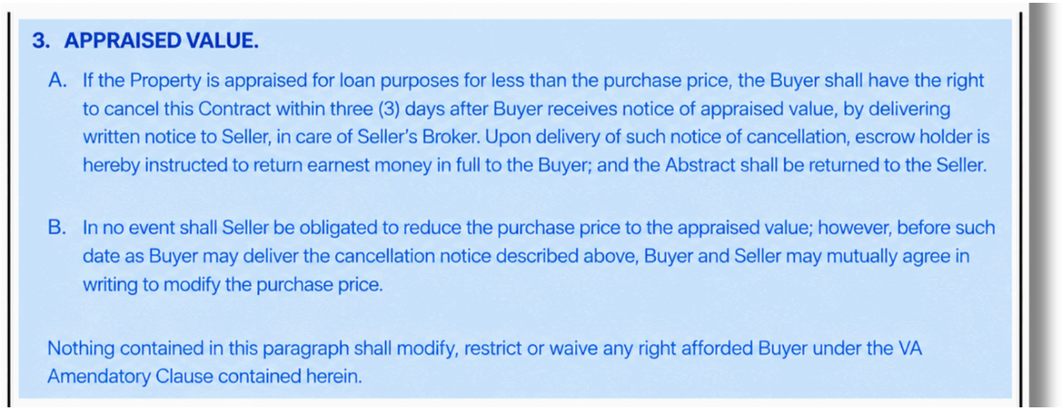
PREVIOUS VERSION



3. **APPRAISAL REQUIREMENTS.** In the event repairs are required by the FHA appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this contract shall terminate and earnest money will be returned to the Buyer.

4. ADDITIONAL PROVISIONS

UPDATED VERSION



3. APPRAISED VALUE.

A. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. Upon delivery of such notice of cancellation, escrow holder is hereby instructed to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

B. In no event shall Seller be obligated to reduce the purchase price to the appraised value; however, before such date as Buyer may deliver the cancellation notice described above, Buyer and Seller may mutually agree in writing to modify the purchase price.

Nothing contained in this paragraph shall modify, restrict or waive any right afforded Buyer under the VA Amendatory Clause contained herein.

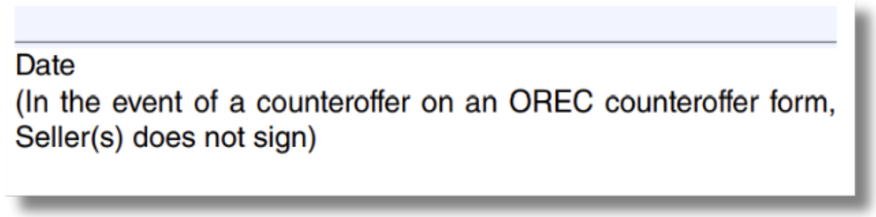
Summary of Change

Added Appraised Value provision clarifying Buyer's right to cancel if appraisal is below Purchase Price, clarified Seller not obligated to reduce Purchase Price to Appraised Value, clarified these provisions do not affect Buyer's rights under VA Amendatory Clause

Financing Supplement: VA Loan

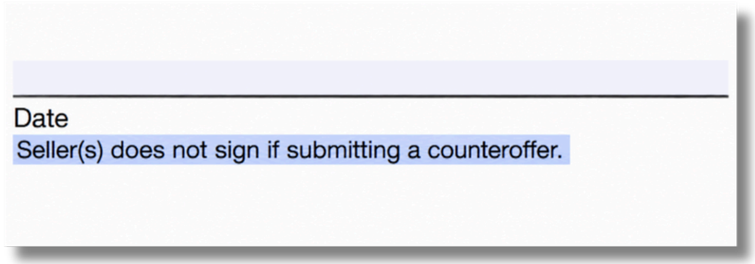
Page 2

PREVIOUS VERSION



Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION



Date
Seller(s) does not sign if submitting a counteroffer.

Summary of Change

Modified sentence affirming Seller does not sign financing supplement when submitting counteroffer

FINANCING SUPPLEMENT: USDA RURAL HOUSING LOAN

Financing Supplement: USDA Rural Housing Loan

Page 1, Paragraph 1

PREVIOUS VERSION

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan,** or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender** to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan committment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

UPDATED VERSION

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan** and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation.** Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

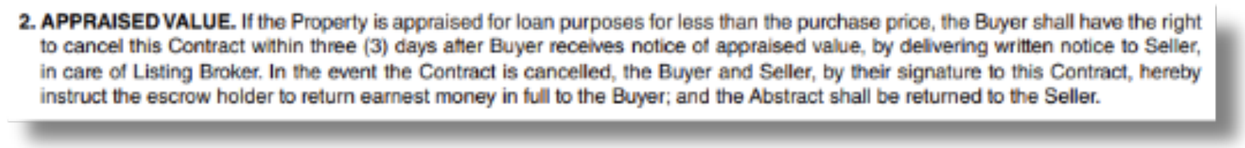
Summary of Change

Removed language to clarify all parties need to agree to change type of financing

Financing Supplement: USDA Rural Housing Loan

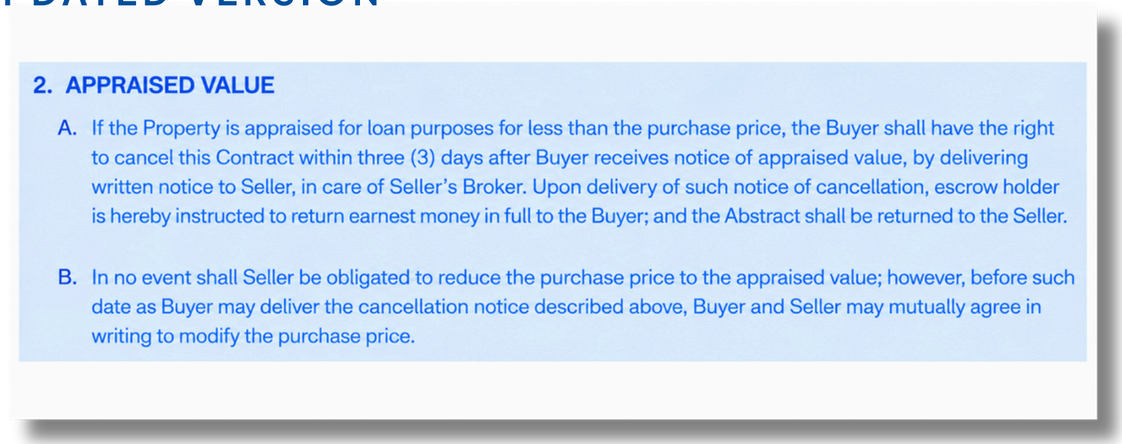
Page 1, Paragraph 2

PREVIOUS VERSION



2. APPRAISED VALUE. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Listing Broker. In the event the Contract is cancelled, the Buyer and Seller, by their signature to this Contract, hereby instruct the escrow holder to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

UPDATED VERSION



2. APPRAISED VALUE

A. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. Upon delivery of such notice of cancellation, escrow holder is hereby instructed to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

B. In no event shall Seller be obligated to reduce the purchase price to the appraised value; however, before such date as Buyer may deliver the cancellation notice described above, Buyer and Seller may mutually agree in writing to modify the purchase price.

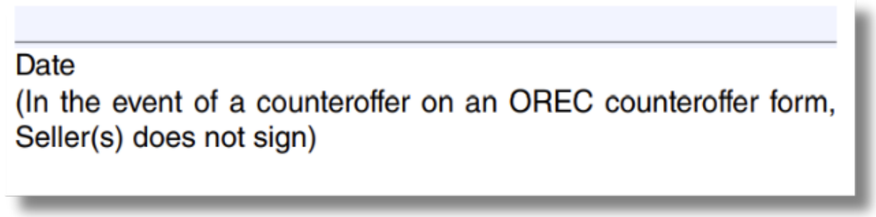
Summary of Change

Clarified Appraised Value provision with Buyer's right to cancel if appraisal is below Purchase Price, clarified Seller not obligated to reduce Purchase Price to Appraised Value

Financing Supplement: USDA Rural Housing Loan

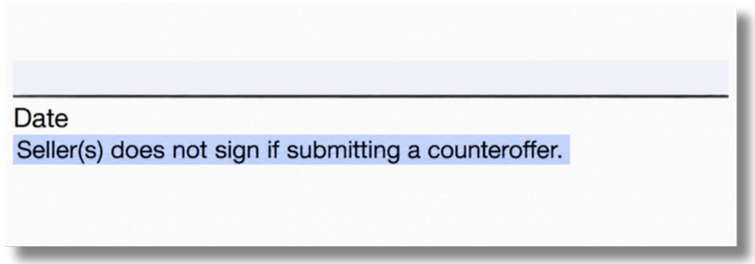
Page 2

PREVIOUS VERSION



Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION



Date
Seller(s) does not sign if submitting a counteroffer.

Summary of Change

Modified sentence affirming Seller does not sign financing supplement when submitting counteroffer

FINANCING SUPPLEMENT: NATIVE AMERICAN LOAN

Financing Supplement: Native American Loan

Page 1, Paragraph 1

PREVIOUS VERSION

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan,** or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender** to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan committment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

UPDATED VERSION

Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan** and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation.** Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

Summary of Change

Removed language to clarify all parties need to agree to change type of financing

Financing Supplement: Native American Loan

Page 2, Paragraph 3 & 4

PREVIOUS VERSION

3. APPRAISAL REQUIREMENTS. In the event repairs are required by the FHA appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this contract shall terminate and earnest money will be returned to the Buyer.

4. ADDITIONAL PROVISIONS

UPDATED VERSION

3. APPRAISED VALUE.

A. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. Upon delivery of such notice of cancellation, escrow holder is hereby instructed to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

B. In no event shall Seller be obligated to reduce the purchase price to the appraised value; however, before such date as Buyer may deliver the cancellation notice described above, Buyer and Seller may mutually agree in writing to modify the purchase price.

Nothing contained in this paragraph shall modify, restrict or waive any right afforded Buyer under the ONAP Amendatory Clause contained herein.

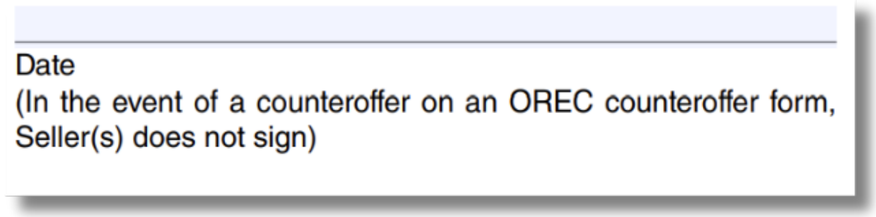
Summary of Change

Added Appraised Value provision clarifying Buyer's right to cancel if appraisal is below Purchase Price, clarified Seller not obligated to reduce Purchase Price to Appraised Value, clarified these provisions do not affect Buyer's rights under ONAP Amendatory Clause

Financing Supplement: Native American Loan

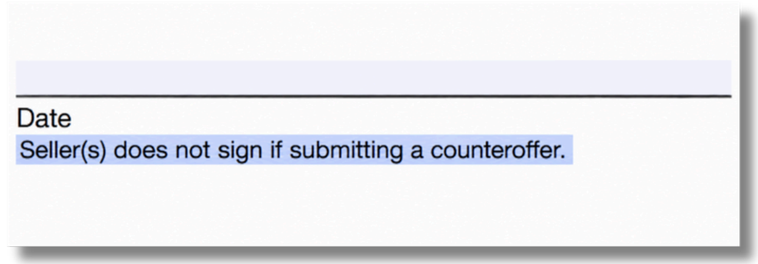
Page 2

PREVIOUS VERSION



Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION



Date
Seller(s) does not sign if submitting a counteroffer.

Summary of Change

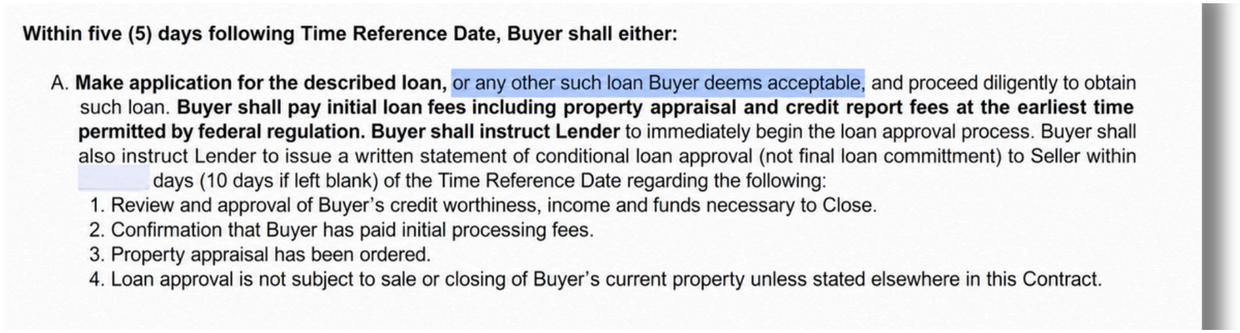
Modified sentence affirming Seller does not sign financing supplement when submitting counteroffer

FINANCING SUPPLEMENT: LAND FINANCING

Financing Supplement: Land Financing

Page 1

PREVIOUS VERSION

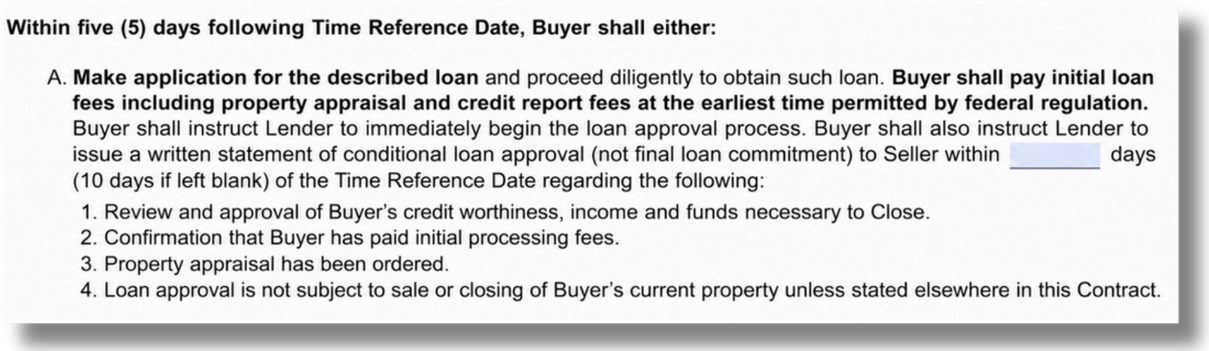


Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan,** or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender** to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan committment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

UPDATED VERSION



Within five (5) days following Time Reference Date, Buyer shall either:

A. **Make application for the described loan** and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation.** Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller within _____ days (10 days if left blank) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

Summary of Change

Removed language to clarify all parties need to agree to change type of financing

Financing Supplement: Land Financing

Page 2, Paragraph 2 & 3

PREVIOUS VERSION

APPRAISED VALUE. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. In the event the Contract is cancelled, the Buyer and Seller, by their signature to this Contract, hereby instruct the escrow holder to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

UPDATED VERSION

2. APPRAISED VALUE

A. If the Property is appraised for loan purposes for less than the purchase price, the Buyer shall have the right to cancel this Contract within three (3) days after Buyer receives notice of appraised value, by delivering written notice to Seller, in care of Seller's Broker. Upon delivery of such notice of cancellation, escrow holder is hereby instructed to return earnest money in full to the Buyer; and the Abstract shall be returned to the Seller.

B. In no event shall Seller be obligated to reduce the purchase price to the appraised value; however, before such date as Buyer may deliver the cancellation notice described above, Buyer and Seller may mutually agree in writing to modify the purchase price.

3. APPRAISAL REQUIREMENTS. In the event repairs are required by the appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this Contract shall terminate and earnest money will be returned to the Buyer.

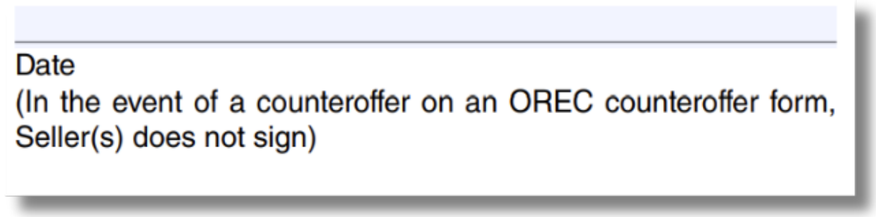
Summary of Change

Added Appraised Value provision clarifying Buyer's right to cancel if appraisal is below Purchase Price, clarified Seller not obligated to reduce Purchase Price to Appraised Value, added 5-day time period to agree on appraisal requirements

Financing Supplement: Land Financing

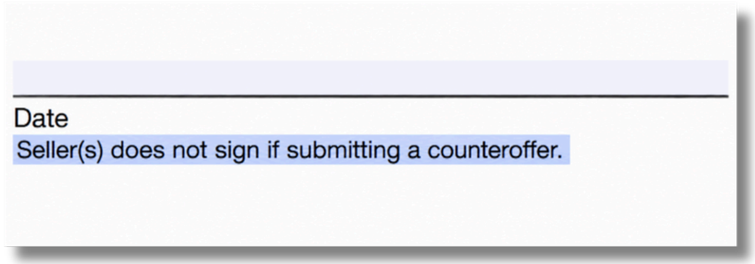
Page 2

PREVIOUS VERSION



Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION



Date
Seller(s) does not sign if submitting a counteroffer.

Summary of Change

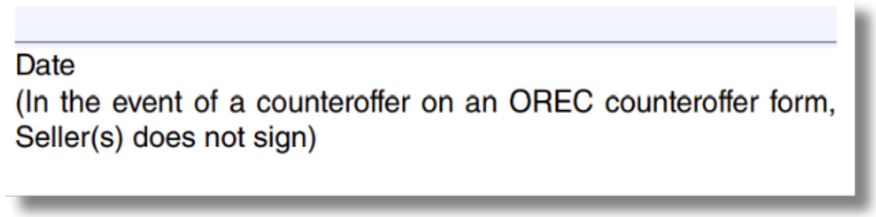
Modified sentence affirming Seller does not sign financing supplement when submitting counteroffer

FINANCING SUPPLEMENT: ASSUMPTION OF LOAN

Financing Supplement: Assumption of Loan

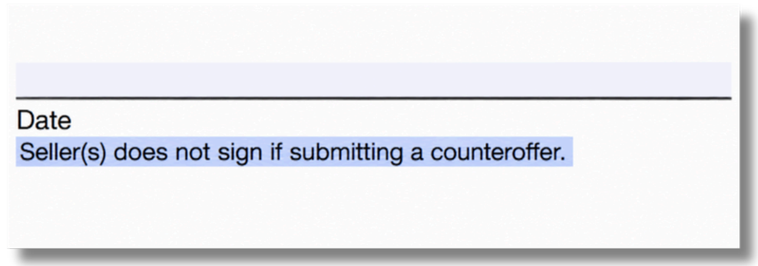
Page 2

PREVIOUS VERSION



Date
(In the event of a counteroffer on an OREC counteroffer form, Seller(s) does not sign)

UPDATED VERSION



Date
Seller(s) does not sign if submitting a counteroffer.

Summary of Change

Modified sentence affirming Seller does not sign financing supplement when submitting counteroffer

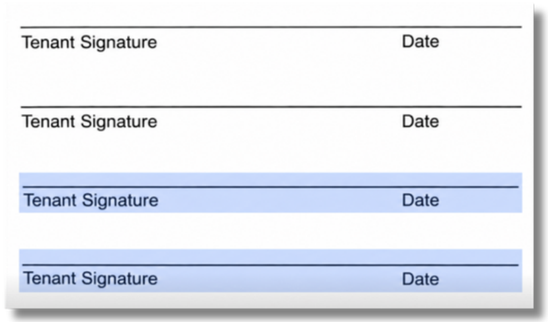
PROPERTY MANAGEMENT: ALL FORMS

Property Management: All Forms

PREVIOUS VERSION



UPDATED VERSION



Summary of Change

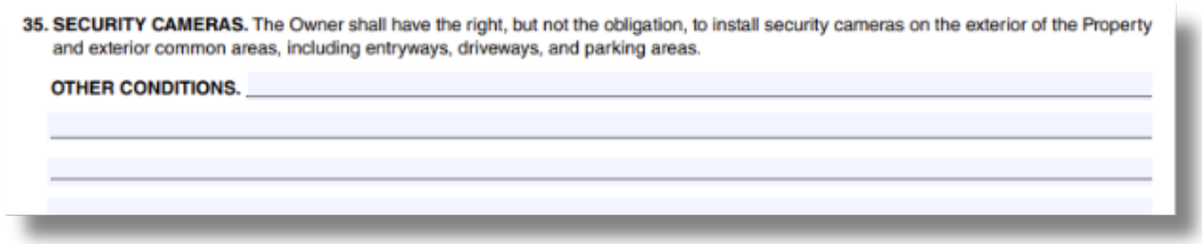
Signature and date lines for 4 tenants

PROPERTY MANAGEMENT: RESIDENTIAL LEASE

Property Management: Residential Lease

Page 7

PREVIOUS VERSION



35. **SECURITY CAMERAS.** The Owner shall have the right, but not the obligation, to install security cameras on the exterior of the Property and exterior common areas, including entryways, driveways, and parking areas.

OTHER CONDITIONS. _____

UPDATED VERSION



36. OTHER CONDITIONS.

Summary of Change

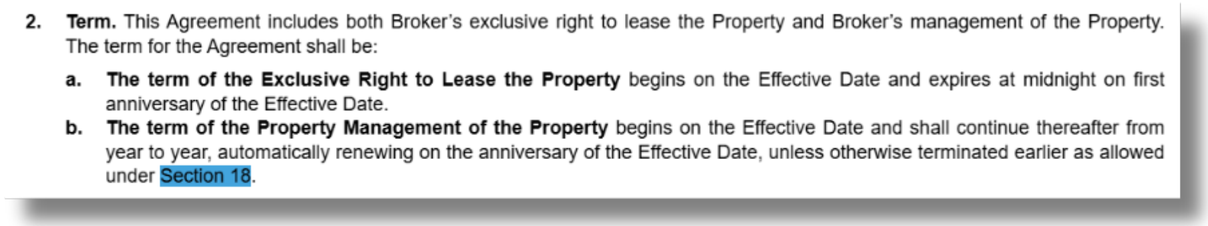
Corrected missing paragraph number, changed to larger free text box

PROPERTY MANAGEMENT: EXCLUSIVE RIGHT TO LEASE

Property Management: Exclusive Right to Lease

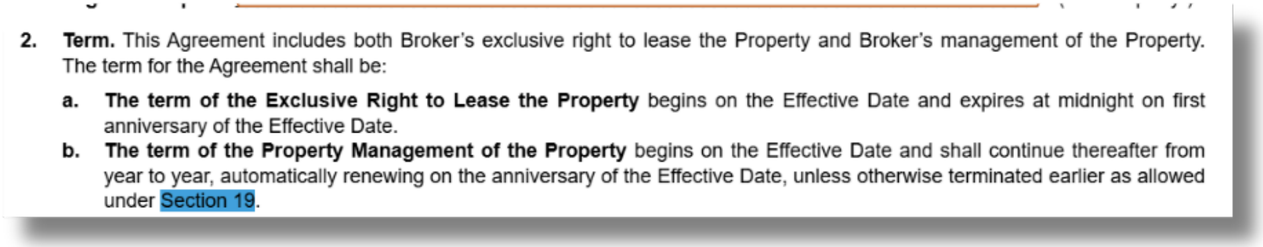
Page 1, Paragraph 2

PREVIOUS VERSION



2. **Term.** This Agreement includes both Broker's exclusive right to lease the Property and Broker's management of the Property. The term for the Agreement shall be:
   a. **The term of the Exclusive Right to Lease the Property** begins on the Effective Date and expires at midnight on first anniversary of the Effective Date.
   b. **The term of the Property Management of the Property** begins on the Effective Date and shall continue thereafter from year to year, automatically renewing on the anniversary of the Effective Date, unless otherwise terminated earlier as allowed under Section 18.

UPDATED VERSION



2. **Term.** This Agreement includes both Broker's exclusive right to lease the Property and Broker's management of the Property. The term for the Agreement shall be:
   a. **The term of the Exclusive Right to Lease the Property** begins on the Effective Date and expires at midnight on first anniversary of the Effective Date.
   b. **The term of the Property Management of the Property** begins on the Effective Date and shall continue thereafter from year to year, automatically renewing on the anniversary of the Effective Date, unless otherwise terminated earlier as allowed under Section 19.

Summary of Change

Corrected misreferenced paragraph number

NEW COMMERCIAL FORMS

Commercial Task Force

Kelly Kinser chair

Kari Hoffhines
Patrick Arie
Dr. David Chapman
Jeff Norman
Josh Gerig
Tyler Huxley
Julie Buxton
Jim Parrack
Vicki Patterson
Amir Shams
Andrew Holder
Bill Richert
Ed Zinnamon



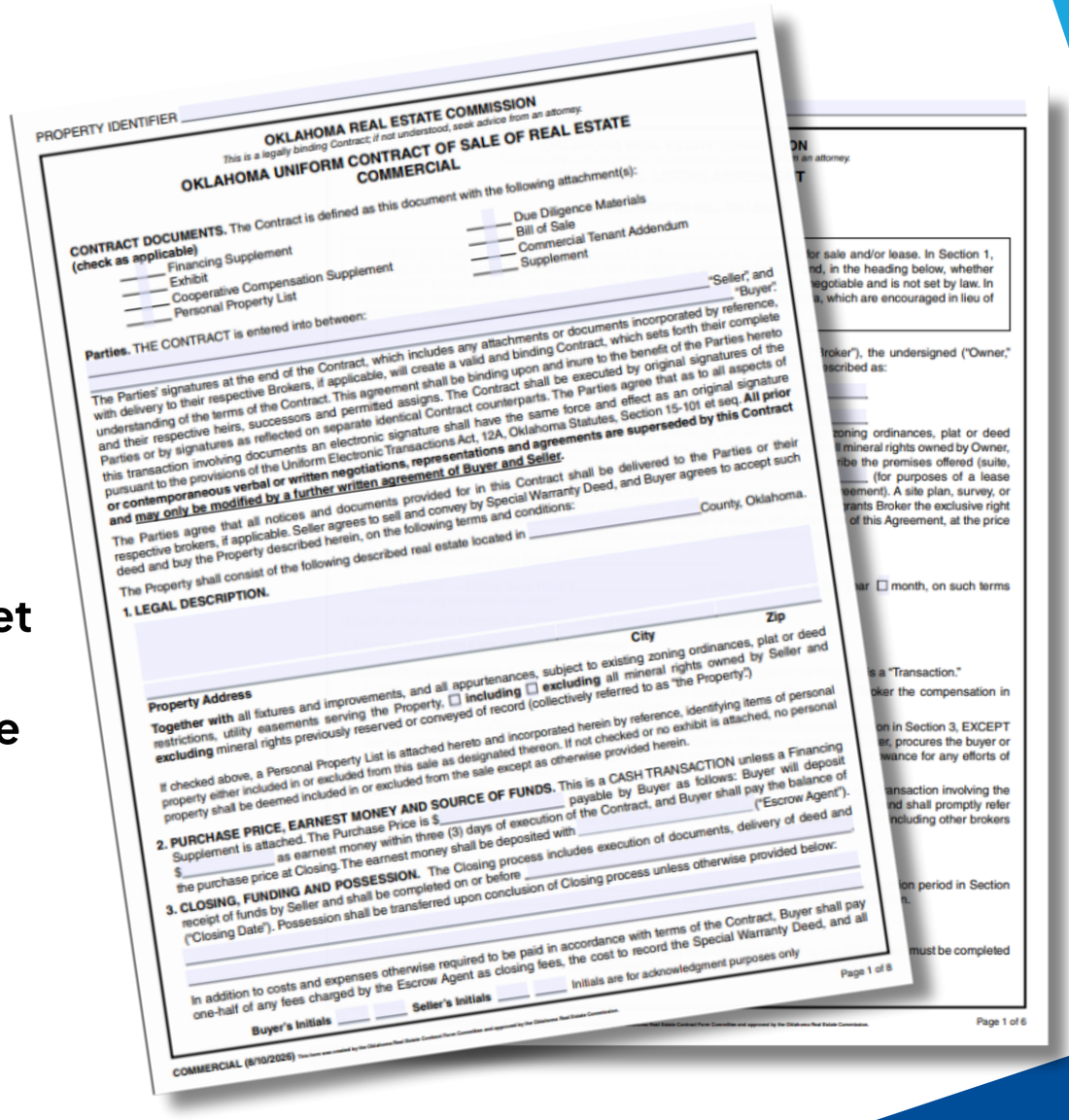
New Commercial Forms

Available Now:

- Commercial Sale
- Commercial Listing Agreement
- Commercial Addenda & Supplements Packet
- Commercial Addenda & Supplements Guide

Coming Soon:

- NNN Lease
- Full Service Lease


PROPERTY IDENTIFIER

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE
COMMERCIAL

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)
____ Financing Supplement
____ Exhibit
____ Cooperative Compensation Supplement
____ Personal Property List
____ Due Diligence Materials
____ Bill of Sale
____ Commercial Tenant Addendum
____ Supplement

Parties. THE CONTRACT is entered into between: _____ "Seller," and _____ "Buyer".

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts. The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. **All prior or contemporaneous verbal or written negotiations, representations and agreements are superseded by this Contract and may only be modified by a further written agreement of Buyer and Seller.**

The Parties agree that all notices and documents provided for in this Contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by Special Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions: _____ County, Oklahoma.

The Property shall consist of the following described real estate located in _____

1. LEGAL DESCRIPTION.

Property Address **City** **Zip**

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, ☐ **including** ☐ **excluding** all mineral rights owned by Seller and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property.")

If checked above, a Personal Property List is attached hereto and incorporated herein by reference, identifying items of personal property either included in or excluded from this sale as designated thereon. If not checked or no exhibit is attached, no personal property shall be deemed included in or excluded from the sale except as otherwise provided herein.

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is $_____ payable by Buyer as follows: Buyer will deposit $_____ as earnest money within three (3) days of execution of the Contract, and Buyer shall pay the balance of the purchase price at Closing. The earnest money shall be deposited with _____ ("Escrow Agent").

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before _____ ("Closing Date"). Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay one-half of any fees charged by the Escrow Agent as closing fees, the cost to record the Special Warranty Deed, and all

Buyer's Initials _____ _____ **Seller's Initials** _____ _____ Initials are for acknowledgment purposes only

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OKLAHOMA
Real Estate Commission
THANK YOU!
Need help? Reach out:
help@orec.ok.gov