

## APPENDIX B

### COUNTEROFFER

**The owner of your rental property has not accepted your offer to purchase because it varied from the terms proposed in the Notice of Intent to Sell.** Under Maryland law, the owner must present you with a counteroffer and an explanation of how your offer varied from the terms proposed in the original Notice of Intent to Sell you received. **THIS COUNTEROFFER IS ONLY VALID FOR FIVE (5) DAYS AFTER YOU RECEIVE IT,** unless the property owner has agreed in writing to a longer period. If you do not respond to this Counteroffer within five (5) days of receipt, it will be deemed to have been rejected and the owner may sell the property to a third party. Please read the information below carefully, and return Page 3 to the owner within five (5) days after indicating whether you accept or reject this Counteroffer.

#### TERMS OF COUNTEROFFER

(To be completed by property owner)

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

\_\_\_\_\_

Legal Description: \_\_\_\_\_

Proposed Purchase Price: \$ \_\_\_\_\_

Proposed Settlement Date: \_\_\_\_\_

Proposed Inspection Terms (tenant may not be required to waive inspection): \_\_\_\_\_

\_\_\_\_\_

Down Payment: \$ \_\_\_\_\_ or \_\_\_\_\_ % of purchase price

Financing (seller may not place restrictions on tenant/buyer's method of financing): \_\_\_\_\_

\_\_\_\_\_

Escrow Deposit: \$ \_\_\_\_\_

Seller Credit to Buyer (if any): \$ \_\_\_\_\_

Seller Repairs: \_\_\_\_\_

\_\_\_\_\_

Other Proposed Material Terms: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Tenant's Offer to Purchase deviated from the terms proposed in the original Notice of Intent to Sell as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Owner Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## TENANT RESPONSE TO COUNTEROFFER

**INSTRUCTIONS:** Check one of the two boxes below indicating whether you wish to accept or reject the terms of the Counteroffer presented by the property owner, sign, and return to the owner within five (5) days of receiving the Counteroffer.

**IMPORTANT:** If you reject, or fail to respond within five (5) days to, the owner's Counteroffer, your exclusive negotiation period and right of first refusal are terminated and the owner may sell the property to a third party. If you accept the terms of the Counteroffer, you are making a binding agreement to purchase the property, and either you or the owner will need to have a binding contract of sale prepared for execution by all parties. **The second box below should be checked only if you intend to purchase the property on the terms of the owner's Counteroffer.** You should consult an attorney before delivering this response to the property owner if you have any questions about your legal obligations related to such an offer and/or contract.

I/we reject the terms of the Counteroffer.

I/we accept the terms of the Counteroffer.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Information about the tenants' exclusive negotiation period, right of first refusal, and multilingual versions of these forms are available online at the Maryland Department of Housing and Community Developments' Office of Tenant and Landlord Affairs website at [dhcd.maryland.gov/landlord-tenant-rights](http://dhcd.maryland.gov/landlord-tenant-rights).

If you have questions about your exclusive negotiation period or right of first refusal, or wish to obtain free financial counseling, homebuyer education, or information about down payment assistance or the Maryland Mortgage Program, or to report noncompliance with notice or other legal requirements, contact the Maryland Department of Housing and Community Development's Office of Tenant and Landlord Affairs at (855) 511-3423.