



## **Missouri REALTORS® Forms Instruction Manual**

*“Counter Offer” (MSC-2040) (rev. 12/02/2024) and  
“Amendment to Contract for Sale of Real Estate” (MSC-2000)  
(rev. 12/01/2025)*

### **NOTE**

Missouri REALTORS® (the “Association”) standard forms do not contain an “Expiration Date”. Accordingly, our forms do not “automatically expire” at the end of each calendar year. The Association’s forms are, however, *continuously* updated to reflect changes in the law, regulations and real estate industry and marketplace, and to otherwise generally improve them, to assist you in completing your transactions.

**Make sure you use only current approved standard forms, by using only approved vendors and always first checking the current Master Forms Index, which is published under “Risk Management/Standard Forms” tab on our website ([www.missourirealtor.org](http://www.missourirealtor.org)). Please check the website regularly, as well as *The Landing*, *Keeping it Legal* videos, and other Association resources, to keep up with the latest standard forms and related issues.**

If you have any questions or comments about access to Missouri REALTORS® standard forms, please contact Tracey Yost ([tracey@morealtor.com](mailto:tracey@morealtor.com)).

You can also call **Legal Line at 573-447-5278** for any other questions or comments!

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## **DISCLAIMER**

**THIS INSTRUCTION MANUAL IS PROVIDED SOLELY AS AN INSTRUCTIONAL GUIDE AND REFERENCE TOOL FOR INFORMATIONAL PURPOSES ONLY. THIS MANUAL DOES NOT REPLACE THE CONTRACTUAL PROVISIONS OF ANY DOCUMENT DISCUSSED HEREIN AND IS NOT INTENDED TO AND DOES NOT CONSTITUTE A LEGAL OPINION OR FORMAL INTERPRETATION OF ANY PROVISION, ALL OF WHICH IS EXPRESSLY DENIED.**

**IF YOU OR ANY OF YOUR CLIENTS DESIRE SPECIFIC OPINIONS OR ADVICE ABOUT YOUR OR THEIR LEGAL RIGHTS AND LIABILITIES UNDER ANY DOCUMENT OR PROVISION, YOU SHOULD CONSULT WITH YOUR OWN PRIVATE ATTORNEY AND ADVISE YOUR CLIENTS TO DO THE SAME.**

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### **INTRODUCTION**

Each year, a great amount of time and effort is expended to improve the library of “standard form” sale contracts and other transactional and business-related documents used by Missouri REALTORS®. The Missouri REALTORS® Instruction Manual is a multi-part series of instructional guides and was created to serve as an educational resource for all REALTORS®, and to help them assist their clients.

The use of standard forms serves to reduce conflicting operating practices and procedures. It also facilitates efficient interaction among brokerage companies throughout Missouri and reduces potential liability. At the same time, our standard forms are designed to provide REALTORS® with the ability to reasonably customize and tailor details of each transaction, to address the particular facts and circumstances presented, consistent with the needs and desires of the parties they represent.

We hope this guide is helpful to all REALTORS®. This Part of the Manual addresses all substantive changes made to our forms “*Counter Offer*” (MSC-2040) and “*Amendment to Contract for Sale of Real Estate*” (MSC-2000) over the last few years. Other Parts of the Manual cover the additional forms, commonly used in transactions utilizing the Contract and can be found [here](#).

Updates to this Manual are posted on [www.missourirealtor.org](http://www.missourirealtor.org) (select the “Forms” icon, or “Standard Forms” under the “Risk Management” tab) as they are made. All hypotheticals set forth are for educational purposes only. These documents must not be provided to non-members, unless a REALTOR® member is involved either personally or professionally in the transaction or as otherwise permitted pursuant to the MR “[Forms Terms and Conditions of Use](#)”. Doing so puts you in violation of copyright laws and diminishes the value of membership in the Missouri REALTORS®.

Special thanks go out to ALL Standard Forms Committee members for their hard work and efforts in reviewing and improving all of *your* Association’s standard forms.

For additional information, see our “[Standard Forms](#)” tab on our website for a dedicated webpage, which summarizes all new and revised forms each year (and includes “clean” & “redlined” versions showing all changes made), and our [Keeping It Legal](#) videos page. As always, your comments and questions are welcomed, and to that end you can submit comments and revisions by [clicking here](#).

## COUNTER OFFER (MSC-2040)

This form is designed to be used whenever a counter-offer is to be made. A practice of crossing out certain terms, initialing changes and making multiple changes to a single counter-offer form will often render the Contract in a messy state and difficult to follow. REALTORS® are advised to use a new Counter Offer form every time they negotiate a change in terms. Each new Counter Offer form should include and “carry-forward” all prior changes agreed upon. Doing so serves to make the process much cleaner and reduces potential for mistakes. The final “accepted” Counter Offer form (together with the Contract and all Riders or other attachments thereto) will make up the final agreement between the parties. Any previously rejected Counter Offer form is not part of the final Contract (but should be retained as part of a REALTOR®’s files).

The Counter Offer and Amendment forms generally apply to all Association form sale Contracts (RES, LND, FRM, NHC, or COM). The particulars of the Counter Offer and the Amendment (MSC-2000) forms are discussed below.

Numbers listed below correspond to line numbers set forth in the forms.

**NOTE:** This Manual includes active links throughout. When using the digital version of this Manual, click on any Section Heading within the Manual to be brought to that corresponding Section or Line # within the attached form. Likewise, click on any Section Heading within the attached form to return to that portion of the Manual.

**General Notes:** All entries on the blank lines of all form documents should be printed or typed. If any change is made to the preprinted (typed) language on a standard form, EACH change must be initialed and dated by ALL parties. *See e.g.*, 20 CSR 2250-8.100(3) for contracts, and 20 CSR 2250-8.090(4)(c) for brokerage service agreements.

<b>TITLE</b>	Each new Counter Offer is to be identified with a new number. Insert the sequential number of the Counter Offer being submitted in the blank next to the form’s title.  Likewise, each new Counter Offer should indicate who is initiating the Counter Offer. Check the appropriate box for either Seller or Buyer under the form’s title.
<b>Lines 1-3</b>	This Counter Offer is meant to be used in negotiating the terms of an offer being made on a Sale Contract ( <i>i.e.</i> , RES-2000) and therefore <b>Line 2</b> should be completed with the address of the Property which the Buyer is submitting an offer on. This helps “tie” the Counter Offer to the Contract in the event the documents are executed in different counterparts.
<b>Line 4-5</b>	Print the name(s) of Seller(s) on <b>Line 4</b> and name(s) of Buyer(s) on <b>Line 5</b> .
<b>Lines 6-8</b>	The parties are reminded that any terms agreed to in a previous Counter Offer must be included in the current Counter Offer (carried forward) along with any new

	<p>proposed changes to be included in a final agreed upon Contract. Only the terms that are in the current Counter Offer, along with the unchanged terms of the Contract (and its attachments) are considered to be the new offer.</p>
<p><b>Lines 9-13</b></p>	<p>Beginning at <b>Line 9</b> the party initiating the Counter Offer should indicate the terms of the initial Offer it wishes to change.</p> <p><b>Line 10</b> should be completed if the party wishes to counter the Purchase Price.  <b>Line 11</b> should be completed if the party wishes to add or counter the amount of Seller Concessions in the offer.  <b>Line 12</b> should be completed if the party wishes to add or counter the amount of Earnest Money being required in the offer.  <b>Line 13</b> should be completed if the party wishes to counter the Closing Date of the offer.</p>
<p><b>Lines 14-20</b></p>	<p>Complete and specify on <b>Lines 15-20</b> the Section, Line, or Rider that the party wishes to change along with the specific changes being requested.</p>
<p><b>Lines 21-25</b></p>	<p><b>Lines 21-25</b> may be used to describe other proposed terms that do not “fit” into the blanks/options provided in the Counter Offer.</p> <p><i>Note:</i> REALTORS® are strongly encouraged to not draft <u>any</u> special or customized agreements on behalf of their clients in order to avoid the potential of being found to have engaged in the unauthorized practice of law. Clients should be encouraged to consult with legal counsel about any language to be inserted at <b>Lines 21-25</b> or elsewhere. If a client insists on including additional changes, only the specific language directed by the client to be included should be set forth. REALTORS® should advise their clients that REALTORS® cannot attempt to explain the legality or legal consequences of any such language. It is best to confirm, in writing, that these disclosures were provided to the client.</p>
<p><b>Lines 26-31</b></p>	<p>The blanks on <b>Line 26</b> should be completed with date and time (“<b>Acceptance Deadline</b>”) by which the Counter-Offeree must accept the Counter Offer. As discussed in §29 of the Contract, any offer (including a Counter Offer) may generally be withdrawn at any time before it is accepted. Like the Contract, the Counter Offer form does not require that such withdrawal be documented in a written Notice delivered to the Counter-Offeree in order to be effective. Notice of withdrawal (or acceptance) of a Counter Offer (like an offer) may be communicated orally.</p>
<p><b>Line 32</b></p>	<p><b>NOTE:</b> The “Acceptance Date” from the original Contract <b>does not</b> carry forward to the Counter-Offer, even if it remains an “unchanged term.” Since the Counter-Offer both “rejects” the original offer and creates a “new offer,” the original offer can no longer be accepted, rendering the original offer’s Acceptance Deadline inapplicable. Parties are encouraged to include a new “Acceptance Deadline” on each Counter-Offer to ensure consistency and reduce potential confusion as to</p>

	<p>when a Counter-Offer can be accepted. Much like a contract, without an Acceptance Deadline a court will impose a “reasonable” standard regarding a deadline by which the Counter-Offer can be accepted.</p> <p>Before delivering a Counter Offer, REALTOR® must obtain the signature of each Counter-Offeree (and insert the date thereof) at the blanks provided at <b>Line 32</b></p>
<p><b>Lines 34-37</b></p>	<p>If the Counter-Offer is to be accepted, REALTOR® should obtain the signature of each Counter-Offeree (and insert the time and date thereof) at the blanks provided at <b>Line 36</b>. Acceptance of a Counter Offer may be accomplished in the same manner as set forth in §29 of the Contract with respect to an original offer presented (<i>i.e.</i>, oral notice of acceptance should suffice once the Counter Offer has in fact actually been signed by the Counter Offeree). In order to reduce potential disputes as to whether a Counter Offer was timely accepted (or withdrawn), REALTORS® are encouraged to separately confirm in writing any oral notice provided in this regard as soon as possible. A REALTOR® should also promptly deliver a fully executed copy to the Counter-Offeree.</p>
<p><b>Lines 38-42</b></p>	<p>If the Counter-Offer is to be rejected, REALTOR® should obtain the initial of the Counter-Offeree on the blank provided at <b>Line 40</b>. Likewise, if the Counter-Offeree wishes to respond with a new counter, the Counter-Offeree should initial on the blank at <b>Line 41</b> and then complete and attach a new Counter Offer form and indicate on the blank at <b>Line 42</b> the sequential number of the Counter Offer form being attached.</p> <p><b>Note:</b> Although signature of a Counter-Offeree is not legally required in order to <u>reject</u> a Counter Offer (<i>e.g.</i>, it would otherwise ultimately automatically expire as of the stated “Acceptance Deadline”), MREC regulations provide that “<i>A buyer or seller must be promptly advised when an offer or counteroffer has been rejected.</i>” 4 C.S.R. 250-8.100(2). Accordingly, if a Counter-Offeree does <u>not</u> intend to accept the Counteroffer, (s)he should <u>not</u> affix any signatures at <b>Line 36</b>. In such case, a REALTOR® representing a Counter-Offeree should promptly return the unsigned Counteroffer to the Counter-Offeree with either the “<b>Reject</b>” blank initialed (at “<b>Line 40</b>”), or with the “<b>New Counter Offer</b>” blank initialed (at “<b>Line 41</b>”), in which case a new Counter Offer form should be attached (and the sequential number thereof identified at “<b>Line 42</b>”).</p> <p>The signature lines at <b>Line 36</b> of the Counter Offer form conform to the procedures used in the Contract (<i>i.e.</i>, a Counter Offer is to be signed if it is to be accepted, or initialed if it is to be rejected or a new Counter Offer is to be submitted).</p>



# Counter Offer # \_\_\_\_\_

Initiated by (check one):  Seller  Buyer ("Counter Offeror")  
This document has legal consequences. If you do not understand it, consult your attorney.

1 This Counter Offer concerns a prior offer to enter into a Contract between the following parties on Property located at:

2 \_\_\_\_\_ MO \_\_\_\_\_  
3 **Street Address** **City** **Zip Code** **County**

4 **Seller** (print name): \_\_\_\_\_

5 **Buyer** (print name): \_\_\_\_\_

6 **Any terms agreed to in a previous Counter Offer must be included in this Counter Offer along with any new proposed**  
7 **changes. Only the terms contained in this Counter Offer, together with the remaining unchanged terms of the Contract**  
8 **(including any addenda or riders attached thereto), constitute the new offer.**

9 **CHANGED TERMS.** Acceptance of the Contract is subject to the following modification(s):

10 (a) "Purchase Price" shall be \_\_\_\_\_

11 (b) "Seller Concessions" shall be \_\_\_\_\_

12 (c) "Earnest Money" shall be \_\_\_\_\_

13 (d) "Closing Date" shall be \_\_\_\_\_

14 (e) Other changed terms, agreements or conditions (complete if/as applicable):

15 (1) Section # \_\_\_\_\_ Line # \_\_\_\_\_ or Rider \_\_\_\_\_ is changed as follows: \_\_\_\_\_

16 \_\_\_\_\_

17 (2) Section # \_\_\_\_\_ Line # \_\_\_\_\_ or Rider \_\_\_\_\_ is changed as follows: \_\_\_\_\_

18 \_\_\_\_\_

19 (3) Section # \_\_\_\_\_ Line # \_\_\_\_\_ or Rider \_\_\_\_\_ is changed as follows: \_\_\_\_\_

20 \_\_\_\_\_

21 Other/Misc. (please indicate if additional pages are attached): \_\_\_\_\_

22 \_\_\_\_\_

23 \_\_\_\_\_

24 \_\_\_\_\_

25 \_\_\_\_\_

26 **TIME FOR ACCEPTANCE.** This Counter Offer must be accepted by \_\_\_\_\_ m. on \_\_\_\_\_, 20\_\_\_\_.  
27 (the "Acceptance Deadline"). This Counter Offer is freely revocable by the Counter-Offeree by providing notice (whether orally  
28 or in writing) to the Counter-Offeree or the licensee assisting the Counter-Offeree prior to the Counter-Offeree accepting it (as  
29 indicated below). Except as modified above, the parties accept and agree to all terms and conditions of the above Contract, all  
30 of which are hereby fully incorporated herein by this reference. In the event of any inconsistency between the terms hereof and  
31 the terms set forth in the Contract, the terms hereof control.

32 X \_\_\_\_\_ X \_\_\_\_\_  
33 **Signature of Counter-Offeree** **Time & Date** **Signature of Counter-Offeree** **Time & Date**

### RESPONSE TO COUNTER OFFER. (sign or initial as applicable)

34 **Accept.** By signing below, the undersigned (the "Counter-Offeree") agrees to the modification(s) contained in this Counter Offer,  
35 and hereby **accepts** the Contract, as modified by this Counter Offer, including all attached documents (if any).

36 X \_\_\_\_\_ X \_\_\_\_\_  
37 **Signature of Counter-Offeree** **Time & Date** **Signature of Counter-Offeree** **Time & Date**

38 **Reject or New Counter Offer.** By initialing below, the Counter-Offeree does **not** agree to the modification(s) contained in this  
39 Counter Offer, but either rejects the same or makes a new Counter Offer (initial one, as applicable).

40 \_\_\_\_\_ **Reject (Initial).** Counter-Offeree **rejects** this Counter Offer.

41 \_\_\_\_\_ **New Counter Offer (Initial).** Counter-Offeree hereby makes a **new** Counter Offer.

42 Counter Offer # \_\_\_\_\_, which amends the terms of the Contract, is attached.

**AMENDMENT TO CONTRACT FOR SALE OF REAL ESTATE (MSC-2000)**

This Amendment to Contract for Sale of Real Estate (“Amendment”) should be utilized in situations where the parties wish to amend certain terms of an existing, fully executed Contract before Closing, expiration, or termination. Rather than drafting a new contract, the amendment references the existing Contract and identifies the exact provisions being modified. Only the provisions agreed to be modified in the Amendment are changed and the terms of the Contract not being changed remain intact. Once the Amendment is properly executed (signed and dated by all parties), it becomes part of the Contract and is legally binding on all parties.

<p><b>Lines 1-6</b></p>	<p>This Amendment is meant to be used in modifying certain terms of an existing Contract (<i>i.e.</i>, RES-2000) and therefore the blanks on <b>Line 1</b> should be completed with the effective date of the Contract being amended.</p> <p>Identify the parties to the Contract by printing each of their respective names on <b>Lines 2 and 3</b></p> <p><b>Note:</b> Only the parties to the original Contract should be identified in <b>Lines 2 and 3</b>. Therefore, if the amendment is to change/add a new party(ies), the new party should <u>not</u> be identified in <b>Lines 2 and 3</b>, rather, such change/addition should be made in the blanks provided at section 7 of this form.</p> <p>The blanks on <b>Line 5</b> should be completed with the address of the Property which the Buyer submitted an offer on. This helps “tie” the Amendment to the Contract in the event the documents are executed in different counterparts.</p>
<p><b>Line 7-25</b></p>	<p>Beginning at <b>Line 7</b>, the party initiating the Amendment should indicate the terms of the Contract it wishes to change.</p> <p><b>Line 8</b> should be completed if the party wishes to change the Closing date. <b>Line 9</b> should be completed if the party wishes to change the date of possession. <b>Lines 10-11</b> should be completed if the party wishes to change the date of a condition(s) (<i>i.e.</i>, inspection contingency, appraisal contingency) and then complete and specify the condition(s) on <b>Lines 12-14</b>. <b>Lines 15-18</b> should be completed if the party wishes to remove any condition(s) from the Contract</p> <p><b>Line 19</b> should be completed if the party wishes to change the amount of the Purchase Price</p> <p><b>Line 20</b> should be completed if the party wishes to change the amount of the Earnest Money deposited</p> <p><b>Lines 21-25</b> may be used to describe other proposed terms that do not “fit” into the blanks/options provided in the Amendment.</p>

	<p><b>Note:</b> REALTORS® are strongly encouraged to not draft <u>any</u> special or customized agreements on behalf of their clients in order to avoid the potential of being found to have engaged in the unauthorized practice of law. Clients should be encouraged to consult with legal counsel about any language to be inserted at <b>Lines 21-25</b> or elsewhere. If a client insists on including additional changes, only the specific language directed by the client to be included should be set forth. REALTORS® should advise their clients that REALTORS® cannot attempt to explain the legality or legal consequences of any such language. It is best to confirm, in writing, that these disclosures were provided to the client.</p>
<b>Lines 26-27</b>	The parties are reminded that all other terms of the Contract (and its attachments) not addressed in the Amendment remain unchanged.
<b>Line 28</b>	Check the box on <b>Line 28</b> if additional signatures are required and won't fit in the space provided. Attach the Additional Signature Page ( <b>MSC-5070</b> ) if this box is checked.
<b>Lines 29-34</b>	Parties need to sign, date and print their names in the appropriate signature blocks.



# Amendment to Contract for Sale of Real Estate

This document has legal consequences. If you do not understand it, consult your attorney.

1 **AMENDMENT:** To Sale Contract dated \_\_\_\_\_, 20\_\_\_\_.

2 **BY AND BETWEEN:** \_\_\_\_\_ (“SELLER”)

3 And \_\_\_\_\_ (“BUYER”)

4 concerning real estate (the “Property”) located at:

5 \_\_\_\_\_ MO \_\_\_\_\_  
6 **Street Address City Zip Code County**

7 *[Only those items completed below shall apply.]*

8 1. The date for Closing shall be changed from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_.

9 2. The date for possession shall be changed from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_.

10 3. The date by which the following condition(s) must be satisfied shall be changed from \_\_\_\_\_, 20\_\_\_\_  
11 to \_\_\_\_\_, 20\_\_\_\_:

12 (a) \_\_\_\_\_

13 (b) \_\_\_\_\_

14 (c) \_\_\_\_\_

15 4. The following condition(s) shall be removed from the Contract:

16 (a) \_\_\_\_\_

17 (b) \_\_\_\_\_

18 (c) \_\_\_\_\_

19 5. The Purchase Price shall be changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

20 6. The Earnest Money deposit shall be changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

21 7. The Contract is further amended as follows:

22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_

26 **IT IS UNDERSTOOD BY ALL PARTIES THAT ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN**  
27 **UNCHANGED.**

28  *Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).*

29 \_\_\_\_\_  
30 **BUYER Date SELLER Date**  
31 *Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_*

32 \_\_\_\_\_  
33 **BUYER Date SELLER Date**  
34 *Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_*

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Amendment, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments hereto be made.