

Your Seller Makes a Counter Offer; Does She/He Sign the Schedule?

It is not an uncommon situation: a registrant is representing a seller and receives an offer to purchase accompanied by a schedule containing additional terms or conditions. The seller decides to write a counter offer to the buyer. The question arises: *does the seller have to sign the schedule?*

The schedule does not have to be signed by the seller, as it forms part of the offer that is being countered. When making a counter offer, the seller does not sign the offer, so they do not sign the schedules. When a seller signs a counter offer, they agree to all terms and conditions, including those set out in the schedules, except for those changes indicated in the counter offer.

The Schedule “C”: Specified Terms for Contract of Purchase and Sale of a Condominium Unit differs slightly from other schedules because of the acknowledgement. The buyer will still sign the acknowledgement under item 1 to acknowledge receipt of the Estoppel Certificate, once received.

If the counter offer does not counter any of the terms or conditions in the attached schedule, the schedule could be signed by the sellers, but it does not have to be. *If the sellers choose to sign the schedule, they should not do so until after the counter offer has been accepted by the buyer.*