

# Writing An Offer

## In order to write an offer, you'll need the following info:

- Property Address
- Offer Price
- Seller Paid Closing Costs
- Closing Date and Possession Date
- Closing Attorney and Location
- Earnest Money Amount and Holder of Earnest Money
- Due Diligence Period
- Loan Type, Loan Amount %, and Interest Rate
- Appraisal and Financing Contingencies
- Does the buyer have a property to sell before they can buy?
- Do you know the compensation being offered?

From there, you'll log in to MLS to get the listing and listing agent info and to download the property disclosures. If there are no disclosures, reach out to the listing agent for a copy. You can use GSCCCA to pull a legal description. In the absence of a legal description, you can pull the Deed Book and Page from the Realist tax records.

Then you'll log in to DocuSign/Dotloop/Remine to create the offer and send it for signatures.

## Each offer will need:

- Exclusive Buyer Brokerage Agreement, Affiliated Business Disclosure, Marketing Service Agreement, and/or Wire Fraud Disclosure (as required by your brokerage) (If not previously completed)  
(If making an offer on a FSBO, you'll also need to complete the Authorization to Show Unlisted Property)  
(If you represent the seller and the buyer is unrepresented, you'll need to complete the Agreement to Work with Buyer as a Customer instead of the BBA)
- Purchase and Sale Agreement  
(There are specific versions for Lots, Land, and New Construction)
- Legal Description  
(Pulled either from MLS docs or GSCCCA)
- Buyer's Broker Compensation Agreement  
(Used to agree on the amount of compensation being offered to the Buyer's Broker. The compensation cannot exceed the amount agreed to in the Exclusive Buyer Brokerage Agreement.)
- Condominium Resale Purchase and Sale Exhibit  
(Only used with condos)
- No Financing Contingency (for cash offers) OR Loan Exhibit  
(Choose the correct loan exhibit: Conventional, FHA, VA, or USDA)
- Seller's Property Disclosure  
(Pulled from MLS docs or emailed from the listing agent. Sometimes investors or heirs won't do one since they didn't live in the property. Instead, they may sometimes do a Seller's Disclosure of Latent Defects and Fixtures Checklist.)
- Community Association Disclosure  
(Pulled from MLS docs or emailed from the listing agent, only applies if the property is in an HOA)
- Lead-Based Paint Exhibit  
(Pulled from MLS docs or emailed from the listing agent, only applies if home was built prior to 1978. Must be completed at the time of offer submission. The seller should have initialed Paragraphs A and B, and the listing agent should have initialed Paragraph F. The buyer will initial Paragraphs C, D, and E and you will initial Paragraph G. All parties will sign the bottom.)  
(You will also need to sign and deliver the Buyer's Broker's Notice to Seller of Seller's Obligations Regarding Lead-Based Paint to the listing agent.)

- Dekalb County Plumbing Disclosure  
(Only applies to homes built in unincorporated Dekalb County prior to 1993)
- Closing Attorney Acting as Holder of Earnest Money  
(Only applies if the attorney will be holding the EM. If so, you also need to complete Agreement of Closing Attorney to Serve as Holder of EM, which the attorney will sign after the contract goes binding.)
- Temporary Occupancy Agreement  
(Only applies if the seller is staying in the home beyond the closing date OR if the buyer is moving in prior to the closing date. Be sure to select the right form for your needs.)
- Sale of Buyer's Property Contingency  
(Only applies if buyer must sell their primary residence in order to qualify to purchase this one)
- Back-Up Agreement Exhibit  
(Used if the desired property is already under contract and the buyer wishes to be first in line as a back-up contract. Once accepted, timelines do not begin until the primary contract terminates.)
- Property Sold with the Right to Request Repairs Exhibit  
(Only used in a highly competitive situation where the buyer is electing to waive their due diligence period. In lieu of DD where they can back out for ANY reason, a right to request repairs only grants the buyer a way out of the contract if they have the property inspected, defects found (only certain defects qualify), and the seller refuses to repair them.)
- Bill of Sale  
(Used to request personal items from the seller, such as appliances, fixtures, outdoor equipment, etc for an agreed-upon price or for free. Some lenders prefer you use this form rather than list items in the P&S.)
- There is an Additional Page form, should you need more room for stipulations. Be sure to check the box stating that there is an additional page.
- There is also an Additional Signature Page form, should there be more than two parties on either side. If used, be sure to add this Additional Signature Page to every Exhibit as well and check the box stating that there is an additional page.

**Additional forms you may need:**

- Counteroffer to or Modification of the Unaccepted Original Offer  
(Used only in a counteroffer situation. Note that ONLY the terms specified on the Counteroffer form will change from the original offer. If left blank or entered N/C (no change), then the original offer's term stands. Only the most recent counteroffer form applies, any others are discarded, so be sure to carry terms and stipulations over to each new form if going back and forth multiple times.)
- Notice to Withdraw Offer  
(Used if the buyer wishes to withdraw their offer prior to the time limit of offer expiring or if left blank)
- Unilateral Notice to Terminate Purchase and Sale Agreement  
(Used if the buyer wishes to terminate the contract during one of their contingency periods. Only buyer signs the top portion. Both buyer and seller must sign the bottom portion.)
- Agreement to Reinstate Contract  
(Used if the buyer changes their mind after submitting a termination and wishes to reinstate the contract)
- Notice  
(Can be used any time you wish to give a party official notice of something)
- Binding Agreement Date Notification  
(Used to clarify the Binding Agreement Date, should there be any confusion)
- Amendment to Agreement

(Used to change the terms of the contract. This one is a general amendment, but there are several specific ones with wording to cover those individual situations: Amendment to Address Concerns with Property (also called ATAC, used to request repairs during due diligence), Amendment to the Due Diligence Period, Amendment to Sales Price, Amendment to Change Closing/Possession Date, Amendment to Remove Contingency, Amendment to Remove Inspection Contingency, and Amendment to Remove Contingency of Sale or Lease of Buyer's Property.)

- **Notice to Unilaterally Extend Closing Date for Eight Days**  
(Used only if the seller is unable to provide clear title or if the lender is unable to meet the closing date through no fault of the buyer. Can only be used once.)