

RELEASE OF EARNEST MONEY DEPOSIT

THIS RELEASE OF EARNEST MONEY DEPOSIT (this “**Release**”) is made and entered into as of _____, and is by and among _____, with a mailing address of _____ (“**Buyer**”), _____, with a mailing address of _____ (“**Seller**”) and _____, with a mailing address of _____ (“**Escrow Agent**”).

RECITALS

WHEREAS, Buyer and Seller are or were parties to that certain contract dated as of _____ (the “**Agreement**”) for the purchase and sale of real estate for the property known by street address as _____.

WHEREAS, in connection with the Agreement, Buyer deposited the sum of \$ _____ (the “**Deposit**”) in escrow or in trust, with Escrow Agent, as an earnest money or other deposit pursuant to the Agreement.

WHEREAS, Buyer and Seller have mutually agreed that the Deposit shall be released from escrow or trust, in accordance with the terms of this Release.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Buyer and Seller hereby instruct and direct Escrow Agent to distribute and release the Deposit (including any interest thereon, if any) as follows, promptly following the execution of this Release:

- To Buyer in the amount of \$ _____
- To Seller in the amount of \$ _____
- To _____, in the amount of \$ _____

2. Unless otherwise provided in the Agreement or otherwise agreed by the parties, promptly following the execution of this Release, any due diligence materials provided by or on behalf of Seller to Buyer in connection with the Agreement shall be returned to Seller.

3. Except with respect to any liabilities or obligations which expressly survive the expiration or termination of the Agreement as provided under the Agreement, following the distribution and release of the Deposit as provided in Section 1 above, no party shall have any further duty or liability to any other party under or by virtue of the Agreement.



4. The Buyer and Seller each hereby expressly release and forever hold Escrow Agent harmless of and from any liability, claim or demand whatsoever, under the Agreement or by virtue of following the instructions under this Release.

5. This Release shall be governed by, and construed in accordance with, the laws of the jurisdiction governing the Agreement. This Release may be executed simultaneously or in counterparts, each of which counterpart shall be deemed an original, but all of which together shall constitute one and the same Release. Facsimile signatures and/or electronically transmitted pdf files of this Release are valid and carry the same effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date set forth above.

BUYER:

SELLER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ESCROW AGENT:

By: _____

Name: _____

Title: _____

