

RELEASE OF EARNEST MONEY

This Release of Earnest Money ("Release"), created on _____, 20____ ("Effective Date"), is by and _____ ("Buyer"), and _____ ("Seller"), hereinafter known as the "Parties", for the Purchase Agreement signed on _____, 20____ ("Original Agreement"), for the property located at _____, City of _____, State of _____, ("Property").

I. Indemnification: This Release shall hold harmless all the Parties, brokers, and title companies from liability under the Original Agreement (not just for the disbursement of earnest money). Do not sign this Release if it is not in your intention to release all the individuals and/or business entities from liability under the Original Agreement.

II. Earnest Money. The Parties direct _____ ("Escrow Agent") to disburse the earnest money as follows:

- **To One (1) Party.** Buyer and Seller hereby agree that any deposit, earnest money, or any other monies held by any real estate agent, attorney, third (3rd) party, or any individual or entity holding funds on an escrow basis shall be distributed to the Buyer Seller in the amount of \$_____.

- **To Both Parties.** Buyer and Seller hereby agree that any deposit, earnest money, or any other monies held by any real estate agent, attorney, third (3rd) party, or any individual or entity holding funds on an escrow basis shall be distributed \$_____ to the Buyer and \$_____ to the Seller.

- **Other.** _____

III. Notice. If you do not understand the effect of this Release, consult your attorney before signing.

Buyer's Signature _____ Date _____
Print Name _____

Buyer's Signature _____ Date _____
Print Name _____

Seller's Signature _____ Date _____
Print Name _____

Seller's Signature _____ Date _____
Print Name _____

