

# RELEASE OF EARNEST MONEY

This Release of Earnest Money ("Release"), created on \_\_\_\_\_, 20\_\_\_\_  
("Effective Date"), is by and between:

Buyer: \_\_\_\_\_ with a mailing address of  
\_\_\_\_\_ ("Buyer"), and

Seller: \_\_\_\_\_ with a mailing address of  
\_\_\_\_\_ ("Seller").

Both the Buyer and Seller shall be hereinafter known as the "Parties".

I. **ORIGINAL AGREEMENT.** This Release is regarding the earnest money paid for the agreement signed on \_\_\_\_\_, 20\_\_\_\_ ("Original Agreement") for the real estate located at \_\_\_\_\_.

II. **DISBURSEMENT.** The Parties direct the \_\_\_\_\_ ("Escrow Agent") to release the earnest money to: (check one)

- **1 Party.** Buyer and Seller hereby agree that the total amount of \$\_\_\_\_\_ held by the Escrow Agent shall be distributed to the  Buyer  Seller.

- **Both Parties.** Buyer and Seller hereby agree that the funds held by the Escrow Agent shall be distributed to:  
\$\_\_\_\_\_ to the Buyer  
\$\_\_\_\_\_ to the Seller.

- **Other.** \_\_\_\_\_.

III. **Indemnification.** This Release shall hold harmless the Parties, Escrow Agent and any other parties in connection with the Original Agreement from liability.

Authorization and release of funds will be transferred immediately after signature of the Parties.

**Buyer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Seller Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

