

# REAL ESTATE PURCHASE - MUTUAL RELEASE

1. **PARTIES.** This Real Estate Purchase Mutual Release ("Agreement") is made on \_\_\_\_\_, and is between:

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

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

Buyer and Seller are each referred to herein as a "Party" and, collectively, as the "Parties."

2. **CONTRACT.** It is acknowledged a contract was signed on \_\_\_\_\_ to purchase real estate for the property described below ("Purchase Contract").

3. **PROPERTY.** This Agreement is in reference to the Purchase Contract for the property located at: \_\_\_\_\_.

4. **DEPOSIT.** It is understood that the Buyer deposited \$\_\_\_\_\_ to the Seller or their agent as part of the Purchase Contract ("Deposit").

5. **RELEASE OF FUNDS.** The Parties agree to release the Deposit to: (check one)

- Buyer

- Seller

- Other: \_\_\_\_\_.

6. **HOLD HARMLESS.** Both Parties acknowledge that the Purchase Contract is hereby null and void, with no Party having claims or liabilities towards one another. No rights or responsibilities shall exist regarding the Purchase Contract at the time of execution of this Agreement. The release contained herein shall include the Parties' agents, successors, and assigns. No Party of this Agreement shall have any further obligation to the other Party concerning the Purchase Contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**Buyer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

