

# Commercial Real Estate Escrow Contract

Date: \_\_\_\_\_

<b>Buyer</b>	
<b>Seller</b>	
<b>Escrow Agent</b>	
<b>Property Address</b>	

## 1. Deposit and Escrow Instructions

The Buyer shall deposit the sum of \$ \_\_\_\_\_ ("Earnest Money") with the Escrow Agent upon execution of this Contract. The Escrow Agent shall hold and disburse the escrow funds strictly in accordance with the terms herein.

## 2. Purchase Price

The total purchase price for the above-described property shall be \$ \_\_\_\_\_, payable in accordance with this Contract.

## 3. Closing

The closing date ("Closing") shall occur on or before \_\_\_\_\_, 20\_\_\_\_, by which date all funds and executed documents shall be delivered into escrow.

## 4. Escrow Agent Duties

- Receive and hold all deposits pursuant to this Contract.
- Disburse funds and documents only upon joint written instruction of Buyer and Seller, or as otherwise provided herein.
- Provide notifications to all parties upon receipt of documents and funds.

## 5. Disbursement of Escrow Funds

Upon successful Closing, Escrow Agent shall disburse the funds to Seller and/or authorized parties. If the transaction fails to close, disbursement shall occur as mutually agreed in writing, or as directed by a final court order.

## 6. Default

In the event of default by either Buyer or Seller, the Escrow Agent shall retain the escrowed funds until receipt of joint instructions or court order.

## 7. Miscellaneous

- This Contract represents the entire agreement between the Parties and supersedes all prior agreements.
- Amendments must be made in writing and signed by all Parties.
- This Contract shall be governed by the laws of the State of \_\_\_\_\_.

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Buyer Signature Date: \_\_\_\_\_

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Seller Signature Date: \_\_\_\_\_

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Escrow Agent Signature Date:  
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