

Residential Property Escrow Agreement

This Residential Property Escrow Agreement ("Agreement") is entered into as of _____, by and among the following parties:

- **Seller:**
- **Buyer:**
- **Escrow Agent:**

1. Property Description

The property subject to this Agreement is residential real estate located at:

2. Deposit and Escrow

1. Buyer shall deposit the sum of \$ _____ ("Escrow Funds") with the Escrow Agent upon execution of this Agreement.
2. The Escrow Agent shall hold the Escrow Funds in a separate account until released in accordance with this Agreement.

3. Conditions for Release

The Escrow Funds shall be released by the Escrow Agent as follows:

- **To Seller:** Upon the fulfillment of all terms and conditions of the sale and transfer of title to the Buyer.
- **To Buyer:** If the sale does not close due to reasons specified herein, or if contingencies are not satisfied.
- **Other:** Upon mutual written instructions of both Seller and Buyer.

4. Duties and Limitation of Escrow Agent

- Escrow Agent shall act only upon joint instructions of Seller and Buyer, except as otherwise provided in this Agreement.
- Escrow Agent shall not be liable for any acts performed in good faith.

5. Fees and Expenses

Escrow fees and expenses shall be paid as follows: _____

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

7. Signatures

Seller Signature

Date

Buyer Signature

Date

Escrow Agent Signature

Date

This is a sample template for general reference only. Consult legal counsel before use.