

# Earnest Money Escrow Agreement

This Earnest Money Escrow Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among:

**Buyer(s):** \_\_\_\_\_

**Seller(s):** \_\_\_\_\_

**Escrow Agent:** \_\_\_\_\_

**Property:** Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

## 1. Earnest Money Deposit

Buyer shall deposit earnest money in the amount of \$\_\_\_\_\_ ("Earnest Money") with Escrow Agent, to be held in escrow under the terms of this Agreement.

## 2. Duties of Escrow Agent

- Hold the Earnest Money until written release instructions are received from both Buyer and Seller, or as otherwise provided herein.
- Disburse funds in accordance with the terms of this Agreement and any applicable law.

## 3. Disbursement of Funds

1. If the transaction closes, the Earnest Money shall be applied to the purchase price at closing.
2. If the transaction does not close, the Escrow Agent shall disburse the funds as agreed in writing by Buyer and Seller, or by court order if not agreed.

## 4. Disputes and Liability

In case of any dispute regarding the Earnest Money, Escrow Agent may hold the funds until the parties reach agreement or a court issues an order. Escrow Agent's liability is limited to gross negligence or willful misconduct.

## 5. Miscellaneous

- This Agreement constitutes the entire understanding between the parties regarding the Earnest Money.
- This Agreement shall be governed by the laws of the State of \_\_\_\_\_.
- Any amendments must be in writing and signed by all parties.

\_\_\_\_\_  
Buyer Signature    Date

\_\_\_\_\_  
Seller Signature    Date

\_\_\_\_\_  
Escrow Agent Signature    Date

