

# Residential Real Estate Escrow Agreement

This Escrow Agreement ("Agreement") is made and entered into on [Date], by and between the following parties:

<b>Seller</b>	[Seller Name], [Seller Address]
<b>Buyer</b>	[Buyer Name], [Buyer Address]
<b>Escrow Agent</b>	[Escrow Agent Name], [Escrow Agent Address]
<b>Property</b>	[Property Address]

## 1. Deposit

Buyer shall deposit the sum of **[Deposit Amount]** with the Escrow Agent, who shall hold and disburse such funds pursuant to the terms of this Agreement.

## 2. Disbursement of Funds

The Escrow Agent is authorized to release the deposit as follows:

- To Seller upon fulfillment of all conditions set forth in the purchase agreement;
- To Buyer upon written notification of Seller's default or failure to fulfill said conditions;
- As may be required by court order or mutual written instructions of both Seller and Buyer.

## 3. Duties and Responsibilities of Escrow Agent

The Escrow Agent acts solely as a stakeholder and shall not be liable beyond the deposit except in cases of willful misconduct or gross negligence.

## 4. Dispute Resolution

In the event of a dispute, the Escrow Agent shall retain the funds until resolution by mutual written agreement or a final court order.

## 5. Term

This Agreement shall terminate upon completion of the escrow and disbursement of all funds, or upon mutual written agreement of all parties.

## 6. General Provisions

- This Agreement shall be governed by the laws of [State].
- All notices hereunder shall be in writing and delivered to the parties at their addresses listed above.
- This Agreement contains the entire understanding of the parties regarding escrow matters for the described property.

## Signatures

**Seller Signature:** \_\_\_\_\_

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

**Buyer Signature:** \_\_\_\_\_

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

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

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