COLDWELL BANKER REALTY

*If buyer wants to pay earnest money online

Effective January 1, 2026, Coldwell Banker no longer accepts TrustFunds, or checks, for earnest money deposits. All deposits must be made through **PAYLOAD***, a secure platform that sends a payment link to the buyer or their agent.

*Please note - there is a fee that is due at the time earnest money is submitted if using **PAYLOAD**.

If this process is unacceptable, please see below and indicate that earnest money will be held by Matrix Title.

---

*If buyer wants to pay with a paper check

Please write in the offer that earnest money will be held by Matrix Title Company, 2412 W. Washington St, West Bend, WI 53095.

*If choosing Matrix Title, please complete the attached "Earnest Money Escrow Agreement" and it include it with your offer.

REALTOR® MULTIPLE LISTING SERVICE MLS EQUAL HOUSING OPPORTUNITY

MATRIX
Title Company

EARNEST MONEY ESCROW AGREEMENT

Seller:

Buyer:

Property:

Earnest Money ($):

Escrow Agent: Matrix Title Company, 2412 W Washington St., West Bend WI 53095 262-306-1111

Escrow Agent Email: jklahn@matrixtitle.com

The undersigned Seller(s) and Buyer(s) irrevocably authorize Escrow Agent to hold the Earnest Money for the above-referenced real estate transaction. Escrow Agent shall hold the Earnest Money in an escrow account and shall release the Earnest Money at the first of the following events:

- If negotiations do not result in an accepted offer for the Property, on request the Escrow Agent shall promptly disburse the Earnest Money (after clearance from payer's depository institution if Earnest Money is paid by check) to the person(s) who paid the Earnest Money;
- The closing of the sale of Property, as described in the Offer to Purchase;
- Joint written instructions from Seller(s) and Buyer(s) to disburse the Earnest Money;
- If there's a dispute between Seller(s) and Buyer(s) regarding the Earnest Money, then at Escrow Agent's sole discretion delivery of the Earnest Money to a court of competent jurisdiction; or
- Entry and receipt by Escrow Agent of an order of a court of competent jurisdiction ordering Escrow Agent to deliver the Earnest Money to a named party.

Escrow Agent shall not be liable for: (i) any act or omission done in good faith under this Agreement, nor (ii) any loss arising out of loss or impairment of the Earnest Money in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension. Escrow Agent may receive ancillary benefits from the use of the Earnest Money while held in escrow. Seller(s) and Buyer(s) agree to jointly and severally hold Escrow Agent harmless for all reasonable actions taken by Escrow Agent in accordance with this Agreement. Seller(s) and Buyer(s) further agree that any action in relation to an alleged breach of this Agreement by Escrow Agent shall be commenced within two years of the date of the breach, without regard to the date the breach is discovered. Any action not brought against Escrow Agent within that two-year time period shall be barred, without regard to any other limitations period set forth by law or statute, and Seller(s) and Buyer(s) hereby waive any statute of limitations to the contrary.

This Agreement may be executed in counterparts and when each party has executed a copy of this Agreement the executed copies taken together shall have the same force and effect as if executed in one document. Electronic signatures on this Agreement shall be deemed original signatures.

SELLER:

_____
Name: _____
Phone #: _____
Email: _____

BUYER:

_____
Name: _____
Phone #: _____
Email: _____

SELLER:

_____
Name: _____
Phone #: _____
Email: _____

BUYER:

_____
Name: _____
Phone #: _____
Email: _____