

EARNEST MONEY ESCROW AGREEMENT

Seller(s):	
Buyer(s):	
Property:	
Earnest Money (\$ Amount):	
Date of Offer to Purchase:	
Escrow Agent and Contact:	
Title Commitment No.:	

The undersigned Seller(s) and Buyer(s) irrevocably authorize Escrow Agent to hold the Earnest Money for the above-referenced real estate transaction as of _____, 2024 ("Agreement"). Escrow Agent shall hold the Earnest Money in an escrow account and shall release the Earnest Money at the first of the following events:

- i. The closing of the sale of Property, as described in the Offer to Purchase;
- ii. Joint written instructions from Buyer(s) and Seller(s) to disburse the Earnest Money;
- iii. 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
- iv. 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. 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: _____
Date: _____

BUYER:

Name: _____
Phone #: _____
Email: _____
Date: _____

SELLER:

Name: _____
Phone #: _____
Email: _____
Date: _____

BUYER:

Name: _____
Phone #: _____
Email: _____
Date: _____

ESCROW RECEIPT

Pursuant to that certain Earnest Money Escrow Agreement dated _____, 2024, Escrow Agent hereby acknowledges receipt of \$

Date: _____, 2024.

ESCROW AGENT
Knight Barry Title, Inc.

By: _____
Name:
Title: