First American Title Insurance Company-Evans Division
P O Box 6
Manitowoc, WI 54221-0006

Earnest Money Acknowledgment

Escrow Department
Commitment No. _____

Property Address:

The undersigned parties hereby acknowledge that the earnest money in the amount of **$_____** is being deposited with First American Title Insurance Companies-Evans Division; hereafter, referred to as Escrow Agent, for the pending sale of the above mentioned property.

If a check is the form of payment the following applies: If for any reason the check once deposited into the Escrow Agents account is returned from the issuing bank, the Escrow Agent holds no liability to make these funds good or available. The Escrow Agent will immediately contact the undersigned to inform them that the check was returned and that no earnest money is to be applied to the file as a credit. Any charges that are incurred by the Escrow Agent because of the check being returned shall be invoiced to the undersigned BUYER.

First American Title Insurance Companies-Evans Division is hereby directed to disburse the earnest money only to the appropriate escrow/closing agent for the proper real estate closing of the property identified herein.

If for any reason First American Title Insurance Companies-Evans Division is asked to disburse the earnest money for an event other then the real estate closing a written statement will be needed by all parties (buyers/sellers/real estate agent/brokers, et al.) also indicated as the undersigned. This written statement for release will need to include the following:

1. Reason for disbursement of earnest money
2. Whom the check should be payable to and where delivered
3. Method of disbursement (wire* or check)
4. Method of delivery (regular mail or overnight** such as UPS or Fed Ex)

*/** if First American Title is asked to return the earnest money via wire or overnight delivery the applicable charges for those delivery methods will apply and be charged to the party requesting the specialized delivery method.

If ALL parties DO NOT join in on the written statement for release First American Title Insurance Companies-Evans Division will be under no obligation to disburse the funds until all parties are in agreement.

The undersigned acknowledges and agrees that no interest will accrue on any funds held in escrow by First American Title Insurance Companies-Evans Division, pursuant to this agreement.

The parties acknowledge First American Title Insurance Companies-Evans Division is acting gratuitously and for their accommodation, and hereby release First American Title Insurance Companies-Evans Division and hold the same harmless from liability for any acts performed in good faith, in relation to this escrow. The parties further agree that in the event of any conflict between the parties relating to this agreement, First American Title Insurance Companies-Evans Division is authorized to refuse to disburse funds until the parties arrive at mutual written agreement regarding disbursement, or until a court of proper litigation arising out of this escrow, appoints a payee. First American Title Insurance Companies-Evans Division is authorized to deposit the escrowed funds with the Clerk of Courts for the appropriate county and parties agree to thereafter dismiss First American Title Insurance Companies-Evans Division if named, as a party in said litigation.

Signed and Dated _____

_____	_____
(Seller)	**(Seller)**
_____	_____
(Buyer)	**(Buyer)**
_____	_____
(Listing Company)	**(Selling Company)**

Contact Information: (Seller)

Email: _____

Address: _____

_____

Phone: _____

Fax: _____

Contact Information: (Buyer)

Email: _____

Address: _____

_____

Phone: _____

Fax: _____

Contact Information: (Listing Company)

Email: _____

Address: _____

_____

Phone: _____

Fax: _____

Contact Information: (Selling Company)

Email: _____

Address: _____

_____

Phone: _____

Fax: _____