



7700 West Bluemound Road
Wauwatosa, WI 53213-3440
phone: 414-259-5060
fax: 414-259-5076

EARNEST MONEY ESCROW AGREEMENT

The undersigned Seller, Buyer, and Escrow Agent hereby agree that Buyer shall deposit with Escrow Agent the earnest money of \$_____ (the "Funds") set forth in the Residential/Commercial Offer to Purchase between Seller and Buyer dated _____, as may be amended (the "Offer"), for the property located at _____, and the Funds shall be held and disbursed by Escrow Agent pursuant to this Agreement.

1. Escrow Agent shall hold the Funds in a non-interest bearing account and Escrow Agent shall hold and disburse the Funds pursuant to the following terms:
2. If negotiations do not result in an accepted offer and the Funds are held by Escrow Agent, the Funds shall be promptly disbursed (after clearance from the payer's depository institution) to the person(s) who paid the Funds.
3. At closing, Funds shall be disbursed according to the closing statement.
4. If the Offer does not close, the Funds shall be disbursed according to a written disbursement agreement signed by Seller and Buyer. If said disbursement agreement has not been delivered to the Escrow Agent within 60 days after the date set for closing, the Escrow Agent may disburse the Funds: (a) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (b) into a court hearing a lawsuit involving the Funds and Seller and Buyer; (c) as directed by court order; (d) upon authorization granted within the Offer; or (e) any other disbursement required or allowed by law.

The Escrow Agent may retain legal services to direct disbursement per (a) or to file an interpleader action per (b) and the Escrow Agent may deduct from the Funds any costs and reasonable attorneys' fees, prior to disbursement.

5. Escrow Agent shall not be liable for any act or omission done in good faith under this Agreement. Seller and Buyer agree to hold Escrow Agent harmless for all reasonable actions taken by Escrow Agent in accordance with this Agreement.
6. Any notice required pursuant to this Agreement shall be given in writing at the addresses set forth below and delivered by (a) certified or registered mail, postage prepaid, (b) overnight courier guaranteeing next day delivery, or (c) personal delivery (delivery to any one Seller or any one Buyer shall constitute delivery to that party). All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered mail, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery, and on the day of personal delivery.

SELLER:

Name: _____

Name: _____

Address: _____

Telephone: _____

Email: _____

BUYER:

Name: _____

Name: _____

Address: _____

Telephone: _____

Email: _____

ESCROW AGENT:
LAND TITLE SERVICES, INC.

By: _____

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