

## EARNEST MONEY ESCROW AGREEMENT

This Earnest Money Escrow Agreement (“**Escrow Agreement**”) is made and entered into as of \_\_\_\_\_, 2026, among \_\_\_\_\_ (“**Seller**”), \_\_\_\_\_ (“**Buyer**”), and Attorneys Title & Closing Services, LLC (“**Escrow Agent**”). This Escrow Agreement is executed pursuant to the terms of a certain Agreement to Purchase and Sale (the “**Purchase Agreement**”) between Seller and Buyer pertaining to the sale and purchase of certain real property and improvements located at \_\_\_\_\_, (the “**Property**”).

The parties hereto hereby agree as follows:

1. Buyer shall deposit with Escrow Agent, pursuant to the terms of the Purchase Agreement and in conjunction with the execution of this Escrow Agreement, the sum of \_\_\_\_\_ (together with all interest earned thereon is referred to herein as the “**Earnest Money**”). If and when additional funds (the “**Additional Sum**”) are deposited with Escrow Agent pursuant to the Purchase Agreement, such Additional Sum shall become a part of the Earnest Money and be subject to all the terms and conditions of this Escrow Agreement.
2. Except as set forth in Paragraph 6 or Paragraph 7 below, the Earnest Money deposited herein shall be disbursed by Escrow Agent only pursuant to a joint written direction executed by Seller and Buyer or their respective legal representatives.
3. The Escrow Agent shall hold the earnest money in a noninterest bearing-escrow account.
4. Seller and Buyer shall indemnify and hold harmless Escrow Agent with respect to all costs and expenses incurred by Escrow Agent including reasonable attorneys’ fees by reason of Escrow Agent being a party to this Escrow Agreement. Escrow agent shall not be liable for: (a) any act or omission done in good faith under this Earnest Money Escrow Agreement, (b) any loss arising out of loss or impairment of the earnest money in the course of the collection or while on deposit with a bank due to bank failure, insolvency or suspension. Buyer and Seller agree to jointly and severally hold the Escrow Agent harmless for all reasonable actions taken by the Escrow Agent in accordance with the Agreement.
5. At the closing of the transaction contemplated by the Purchase Agreement, the Earnest Money shall be paid to Seller and credited against the cash portion of the Purchase Price (as defined in the Purchase Agreement).
6. In the event of any disagreement between Seller and Buyer or among them and any other person resulting in adverse claims and demands being made in connection with,

or for, any Earnest Money held pursuant to the terms of this Escrow Agreement, Escrow Agent shall refuse to comply with the claims or demands as long as such disagreement shall continue, and in so refusing, Escrow Agent shall not deliver or disburse the Earnest Money, and shall not be liable in any way to any person for its failure or refusal to comply with conflicting or adverse demands. Escrow Agent shall be entitled to continue to refrain from acting and refusing to act until it receives authorization as follows:

- a. authorization executed by all parties to the disagreement; or
- b. a certified or file-stamped copy of a court order resolving the disagreement or directing a specific distribution of all or any portion of the Earnest Money

Upon receipt of any of the above, Escrow Agent shall promptly act according to its terms, and shall be relieved from any duty, responsibility, or liability arising from the adverse claims, demands, or from the terms of this Escrow Agreement.

7. In the event of any disagreement between Seller and Buyer or among them and any other person resulting in adverse claims and demands being made in connection with the Earnest Money, Escrow Agent may commence an interpleader action and deposit the Earnest Money with a court of competent jurisdiction and in such event shall be relieved of any and all further liability to Buyer and Seller. Buyer and Seller shall jointly reimburse Escrow Agent for all expense, including reasonable attorneys' fees and other costs and expenses incurred by Escrow Agent relating to the commencement of an interpleader action.

8. Upon Completion of the disbursement of the Earnest Money, Escrow Agent shall be released and discharged of its escrow obligations under this Escrow Agreement.

9. In the event of any conflict between this Escrow Agreement and the Purchase Agreement, as between Seller and Buyer, the Purchase Agreement shall govern; however, Escrow Agent shall be entitled at all times to rely solely on and act in accordance with the provisions of this Escrow Agreement.

10. Any notice, demand or request, consent or approval ("**Notice**") that may be permitted, required, or desired to be given in connection with this Escrow Agreement shall be given in writing to Seller, Buyer and Escrow Agent as follows:

If to Seller:

With a copy to:

If to Buyer:

With a copy to:

Escrow Agent: Attorneys Title & Closing Services, LLC  
12970 W. Bluemound Road 103  
Elm Grove, WI 53122  
Attn: Atty. Paul B. Margerie  
Fax: 262-432-0211  
Email: pbmargerie@csowis.com

Notices shall be either (i) personally delivered (including delivery by UPS, Fed Ex, or other similar courier service) to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless the delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the United States mail or (iii) sent by facsimile, provided the sender of such facsimile has evidence that the facsimile was received by the address's machine, in which case they shall be deemed delivered on the date of receipt by the addressee's machine. Any party may by written notice to the other parties given as provided in this Escrow Agreement change its address for service of Notice.

11. This Escrow Agreement may be executed in multiple counterparts, each of which shall constitute an original, and together shall constitute the Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

**SELLER:**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

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

**BUYER:**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

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

**ESCROW AGENT:**

Attorneys Title & Closing Services, LLC

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

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