PRISM TITLE

Earnest Money Escrow Agreement

File No.: _____ Date of Offer to Purchase: _____

Seller(s): _____ Buyer(s): _____

Address of Property: _____

Earnest Money ($ Amount): _____

The undersigned Seller(s) and Buyer(s) hereby authorize Escrow Agent to hold the Earnest Money for the above-referenced real estate transaction. The Buyer shall deliver earnest money in accordance with lines 59-60 of the Offer to Purchase and earnest money shall be held by Prism Title Midwest, LLC ("Escrow Agent"). Escrow Agent shall hold the Earnest Money in a non-interest bearing 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;
- At closing, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to the Offer;
- By 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
- As directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; 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.

The Parties agree that the Escrow Agent may deduct from the earnest money any and all costs and reasonable attorney's fees incurred for utilizing one of the above-mentioned procedures prior to issuing a disbursement.

The Escrow Agent's disbursement of earnest money will never determine the legal rights of the Parties in relation to the Offer. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one to four units. Buyer and Seller should consider consulting attorneys regarding their legal rights under the Offer in case of a dispute. 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 and for good faith disbursement of earnest money in accordance with either the Offer or the applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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.

_____ _____

SELLER (print name): Date BUYER (print name): Date

_____ _____

SELLER (print name): Date BUYER (print name): Date

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.