

Earnest Money Deposit Escrow Agreement

Property: _____
Purchaser: _____
Seller: _____

It is hereby agreed between Purchaser and Seller to deposit with Primary Title Agency, LLC. a check in the amount of \$ _____, to be deposited into its non-interest bearing escrow account and to be held in escrow for delivery under the following terms and conditions:

1. To be applied toward the purchase price upon written direction of Seller and Purchaser or upon closing of sale with Primary Title Agency, LLC.; pursuant to the Purchase Agreement dated _____;
2. To be paid to Seller or Purchaser upon written direction of both parties clearly directing release of escrow monies and signed by both Seller(s) and Purchaser(s);
3. This escrow shall terminate on or before _____, or escrow agent shall, at its option, return the deposit to the Purchaser;
4. Pursuant to court order directing release; or
5. This escrow agreement shall be deemed null and void if the check deposited hereunder is not honored.

Upon making such delivery, and performance of any other services included above, Primary Title Agency, LLC. Will thereupon be released and acquitted from any further liabilities concerning the deposit, it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein. By acceptance of this deposit, Primary Title Agency, LLC. Is in no way assuming responsibilities for the validity or authenticity of the subject matter of the deposit.

In the event of litigation affecting Primary Title Agency's duties relating to this deposit; any fees expended shall be deducted first from the funds held, Purchaser and Seller agree to reimburse Primary Title Agency, LLC. For any reasonable expenses incurred, including attorney fees in excess of the escrow funds held.

Any changes in the terms or conditions hereof may be made only in writing and signed by all parties or their duly authorized representatives.

Dated:

Seller

Purchaser

Seller

Purchaser

We hereby accept the above escrow deposit under the terms and conditions therein set forth.

By: _____ Date _____
Primary Title Agency, LLC., Authorized Signature