



EARNEST MONEY ESCROW AGREEMENT

File Number: _____
 Seller(s): _____
 Purchaser(s): _____
 Property Address: _____

The undersigned Seller and Purchaser are parties to Real Estate Sale/Purchase Contract dated _____ and covering the above referenced property. The undersigned hereby deposit with Liberty Title Agency ("Escrow Agent") the sum of \$ _____ ("Funds") to be held by the Escrow Agent under the following terms and conditions:

- 1) The EMD is to be held until such time as the following terms and conditions are met:
 - a. Escrow Agent is authorized and directed to apply the EMD toward the purchase price at closing: OR
 - b. Escrow Agent is authorized and directed to release the EMD in accordance with written instructions signed by the Seller and Purchaser. Any such instructions shall clearly indicate the payee and amount, if applicable: OR
 - c. Absent joint written and signed instructions by both parties, Escrow Agent, in its sole discretion, may release the EMD back to the depositing party.
- 2) Upon making delivery as outlined in Paragraph 1, Escrow Agent will be released and acquitted from any further liabilities concerning the EMD, it being expressly understood that such liability is limited by the terms and conditions set forth herein.
- 3) Disbursement of funds will be by check drawn on Escrow Agent's Escrow Account. In the event that the undersigned demand that the Funds be disbursed by certified check, cashier's check, or wire transfer, Escrow Agent is authorized to deduct its costs in disbursing the Funds in this fashion.
- 4) In the event of any dispute between the parties as to the disposition of the Funds, Escrow Agent may decline to disburse the Funds. Escrow Agent may also interplead the Funds with the Circuit Court or District Court, as applicable, in order to receive court order directing it how to disburse said funds. In the event court proceedings are instituted, Escrow Agent shall recover its reasonable attorney's fees, court costs and employee costs involved in such proceedings, deducting the sum from said funds.
- 5) Escrow Agent shall not be liable for any loss or damage resulting from any loss or impairment of escrowed funds due to the failure, insolvency or suspension of a financial institution.
- 6) Escrow Agent is not under any duty to invest the Funds on behalf of either Purchaser or Seller Escrow Agent may comingle the Funds with other deposits held by Escrow Agent.
- 7) The undersigned jointly and severally indemnify and hold Liberty Title Agency of harmless for any loss, cost or damage which it may suffer from acting as escrow agent, except for damages caused by its willful negligence or intentional misconduct.
- 8) This agreement may not be modified or amended in any way except by written agreement executed by Purchaser, Seller, and Escrow Agent.
- 9) Notices to be given under this agreement may be given in writing or by electronic communication to Escrow Agent. The undersigned authorize Escrow Agent to rely on communications from their Real Estate Agents as though the communications were made directly by the undersigned.

ESCROW AGENT: _____

SELLER(S):

Signature	Date	Signature	Date
Print		Print	
Email: _____		Phone: _____	

PURCHASER(S):

Signature	Date	Signature	Date
Print		Print	
Email: _____		Phone: _____	