



**RELEASE OF EARNEST MONEY DEPOSIT**

[NOTE: The following may be used if, following the date that the Termination of Contract Without Release of Earnest Money form has been signed, the parties reach an agreement on the manner in which the earnest money deposit is to be disbursed.]

The undersigned parties (the "Parties") entered into a Termination of Contract Without Release of Earnest Money agreement on \_\_\_\_\_ (insert effective date) regarding a contract for the purchase and sale of the following real property:  
\_\_\_\_\_

The parties have now agreed on the manner in which the earnest money deposit ("Deposit") is to be disbursed and desire to release each other from any obligations and rights relating to the Deposit.

The Deposit is being held by \_\_\_\_\_ ("Escrow Agent").

Now, therefore, the parties agree as follows:

1. **Deposit.** The Parties agree that the Escrow Agent shall disburse the Deposit in the following manner:  
\_\_\_\_\_  
\_\_\_\_\_

2. **Release from Liability.** The Parties hereby release and forever discharge each other and their respective successors in interest from any and all claims, demands, rights and causes of action of whatsoever kind and nature relating to the Deposit.

3. **Effective Date.** This Release shall be effective on the date that it has been signed by the Parties.

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date

