

EARNEST MONEY DEPOSIT ADDENDUM

1. **THE PARTIES.** This Earnest Money Deposit Addendum ("Addendum") made this _____ is by and between:

Seller: _____ ("Seller") and

Buyer: _____ ("Buyer").

The Seller and Buyer are each referred to herein as a "Party" and, collectively, as the "Parties."

2. **ORIGINAL AGREEMENT.** This Addendum is being added to the purchase agreement between the Parties, dated _____, for the property located at _____ ("Original Agreement").

3. **EARNEST MONEY DEPOSIT.** The Buyer agrees to make a payment in the amount of \$_____ as consideration by _____ at _____ AM PM ("Earnest Money Deposit"). The Earnest Money Deposit shall be applied to the purchase price at closing and subject to the Buyer's ability to perform under the terms of the Original Agreement.

4. **ESCROW AGENT.** The Parties acknowledge that the Earnest Money Deposit for this transaction is being held in escrow by _____ ("Escrow Agent") with a mailing address of _____.

5. **DISPUTES.** In the event of any dispute over the Earnest Money Deposit, the Parties acknowledge that the earnest money will not be released to either party by the Escrow Agent without written authorization signed by both Parties or court order.

6. **ADDITIONAL TERMS.** The following terms and conditions shall be added to the Original Agreement:

Except as specifically mentioned in this Addendum, all other terms and conditions of the Original Agreement shall remain in full force and effect.

7. **EXECUTION.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Seller Signature: _____ **Date:** _____

Print Name: _____

Buyer Signature: _____ **Date:** _____

Print Name: _____