

# RELEASE OF EARNEST MONEY ADDENDUM

1. **THE PARTIES.** This Release of Earnest Money 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. **DISBURSEMENT.** The Parties direct the \_\_\_\_\_ ("Escrow Agent") to release the earnest money to: (check one)

- The Buyer. The Parties hereby agree that the total amount of \$ \_\_\_\_\_ held by the Escrow Agent shall be distributed to the Buyer.

- The Seller. The Parties hereby agree that the total amount of \$ \_\_\_\_\_ held by the Escrow Agent shall be distributed to the Seller.

- Both Parties. Buyer and Seller hereby agree that the funds held by the Escrow Agent shall be distributed as follows:

\$ \_\_\_\_\_ to the Buyer

\$ \_\_\_\_\_ to the Seller.

- Other.

4. **INDEMNIFICATION.** This Addendum shall hold harmless the Parties, Escrow Agent and any other parties in connection with the Original Agreement from liability.

5. **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. Authorization and release of funds will be transferred immediately after execution by the Parties.

**Seller Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Buyer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_