



ZING TITLE

EARNEST MONEY ESCROW AGREEMENT

File Number: _____

Seller(s): _____

Purchaser(s): _____

Property Address: _____

Closing Date: _____

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 Zing Title Agency ("Escrow Agent") the sum of \$ _____ ("Funds") to be held by the Escrow Agent under the following terms and conditions:

- 1) Upon mutual agreement of Seller and Purchaser the Funds shall be either applied towards the purchase price at closing or disbursed as directed by Seller and Purchaser.
- 2) 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.
- 3) In the event of any dispute between the parties as to the disposition of the Funds, Escrow Agent may decline to disburse the Funds unless it receives written instructions signed by all parties. Escrow Agent may also interplead the Funds with the Circuit Court or commence a small claims court action in order to receive court order directing it how to disburse said funds. In the event court proceedings are instituted, Escrow Agent may recover its reasonable attorney's fees, court costs and employee costs involved in such proceedings, deducting the sum from said funds.
- 4) At its election, Escrow Agent may elect to submit any dispute regarding the Funds or this Agreement to the small claims division of an appropriate District Court. The Undersigned consent to the jurisdiction of the small claims division of the appropriate District Court and agree to be bound by any judgment rendered by the small claims division of the appropriate District Court.
- 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 comeingle 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.

2335 East Atlantic Blvd. Suite 300, Pompano Beach, FL 33062
Phone: (561) 526-4350, Fax: (561) 526-4356

(File Number: ZNG165633)

**EARNEST MONEY ESCROW AGREEMENT
(CONTINUED)**

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

PURCHASER(S):

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