

Escrow File No. \_\_\_\_\_

**JOINT ESCROW INSTRUCTIONS REGARDING EARNEST MONEY**

TO: ***South Eastern Utah Title Company***

Re: Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Property Address: \_\_\_\_\_

The undersigned Seller and Buyer do hereby deliver to *South Eastern Utah Title Company*, in escrow the following documents and money as hereinafter described to be held and disposed of by *South Eastern Utah Title Company*, in accordance with the following instructions and upon the following terms and conditions (the "**Agreement**"):

1. The following documents and money have been, or will be, deposited with *South Eastern Utah Title Company*:

a. The sum of \$\_\_\_\_\_ (the "**Earnest Money**") in the form of a cashier's check or wire, which shall be deposited into a non-interest-bearing trust account; and

b. A copy of a fully executed Real Estate Purchase Contract dated \_\_\_\_\_ (the "**Purchase Agreement**"), between Buyer and Seller.

2. The terms of this Agreement shall control and supersede those of the Purchase Agreement with respect to the handling and eventual disbursement of the Earnest Money by the Company, including but not limited to Paragraphs 8.1(b), 8.2(a), and 8.3(b). The terms of this Agreement shall not, however, in any event be interpreted to modify the rights and remedies set forth in Paragraph 16. [ ] N/A

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

3. Upon the closing of the transaction contemplated by the Purchase Agreement (the "**Transaction**"), the Earnest Money shall be applied to the purchase price for the benefit of Buyer or as otherwise directed in writing by Buyer.

4. If the Transaction is cancelled or does not close for any reason, *South Eastern Utah Title Company*, will disburse the Earnest Money only after receipt of **mutual written instructions from Buyer and Seller**.

5. Seller and Buyer agree that *South Eastern Utah Title Company* shall have no liability pursuant to these instructions other than to hold and disburse the Earnest Money as set forth above. Seller and Buyer shall jointly and severally indemnify and hold *South Eastern Utah Title Company* harmless against all claims, liability, damages, expenses, and attorney's fees that *South Eastern Utah Title Company* may incur or sustain in connection with, or arising from, these instructions (including, without limitation, the holding of the Earnest Money) or the Transaction.

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

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

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

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

Buyer Phone # and Address: \_\_\_\_\_

Seller Phone # and Address: \_\_\_\_\_

\_\_\_\_\_  
Received By: Date