EARNEST MONEY RECEIPT

1. 1. Parties and Property

This Earnest Money Receipt (the "Receipt") is issued on [DATE OF RECEIPT] and concerns the real property commonly known as [PROPERTY ADDRESS], [CITY], [STATE] [ZIP CODE], further identified as [LEGAL DESCRIPTION OR PARCEL / APN NUMBER] (the "Property"). The buyer delivering the deposit is [BUYER NAME(S)], of [BUYER ADDRESS] (the "Buyer"). The seller of the Property is [SELLER NAME(S)], of [SELLER ADDRESS] (the "Seller"). The party acknowledging receipt of the funds is [HOLDER NAME], a [TITLE COMPANY / ESCROW AGENT / LICENSED REAL ESTATE BROKERAGE / CLOSING ATTORNEY / SELLER], of [HOLDER ADDRESS], acting in the capacity described in Section 4 (the "Holder"). Notices under this Receipt may be sent to [BUYER EMAIL], [SELLER EMAIL], and [HOLDER EMAIL], and to the mailing addresses above.

2. 2. Acknowledgment of Earnest Money Received

The Holder acknowledges receiving from the Buyer the sum of [DEPOSIT AMOUNT IN WORDS] dollars ($[DEPOSIT AMOUNT IN FIGURES]) as earnest money (the "Deposit"). The Deposit was received on [DATE FUNDS RECEIVED] in the following form: [PERSONAL CHECK NO. ____ / CASHIER'S CHECK NO. ____ / CERTIFIED FUNDS / WIRE TRANSFER REFERENCE ____ / OTHER]. If the Deposit was delivered by check, this Receipt acknowledges delivery of the instrument only, and the Deposit is not considered received until the check has cleared and the funds are collected and available. If the check is returned unpaid for any reason, the Buyer will be in default under the Purchase Agreement unless replacement funds in the form of [REPLACEMENT FUNDS FORM] are delivered within [NUMBER OF DAYS] days after written notice. Any additional deposit required under the Purchase Agreement is due on [ADDITIONAL DEPOSIT DATE] in the amount of $[ADDITIONAL DEPOSIT AMOUNT] and will be acknowledged by a separate written receipt.

3. 3. Purchase Agreement to Which the Deposit Relates

The Deposit is delivered under the Real Estate Purchase Agreement between the Buyer and the Seller dated [PURCHASE AGREEMENT DATE] for the Property, together with all addenda, counteroffers, and amendments to it (the "Purchase Agreement"). The stated purchase price under the Purchase Agreement is $[PURCHASE PRICE], and the scheduled closing date is [CLOSING DATE]. This Receipt does not amend, replace, expand, or limit the Purchase Agreement in any way. If any term of this Receipt conflicts with a term of the Purchase Agreement, the Purchase Agreement controls, except with respect to the mechanics of holding and releasing the funds described in Sections 4 through 8, which the Buyer and the Seller adopt for the benefit of the Holder. A copy of the fully signed Purchase Agreement will be delivered to the Holder within [NUMBER OF DAYS] days of the date of this Receipt.

4. 4. Capacity of the Holder, Handling of Funds, and Interest

The Holder receives and holds the Deposit as a neutral stakeholder for the benefit of both the Buyer and the Seller, and not as the agent or advocate of either one, except that a Holder who is also a licensed real estate broker representing a party in the transaction continues in that agency role for all purposes other than the custody of the Deposit. The Holder will place the Deposit into a [SEPARATE ESCROW ACCOUNT / BROKER TRUST ACCOUNT / ATTORNEY CLIENT TRUST ACCOUNT] maintained at [FINANCIAL INSTITUTION NAME] and will not commingle the Deposit with its own operating funds. The Holder will deposit the funds within the time required by applicable state law and by any rules governing its license, and will maintain records of the Deposit available to the Buyer and the Seller on reasonable request. As to interest, the parties select one of the following: (a) the Deposit will be held in a non-interest-bearing account and no party will be entitled to interest on it; or (b) the Deposit will be held in an interest-bearing account and all interest earned will be credited to [BUYER / SELLER / THE PARTY ULTIMATELY ENTITLED TO THE DEPOSIT] at the time of disbursement, with the party receiving interest supplying a taxpayer identification number before disbursement. The selection made is: [SELECTED OPTION], and any bank charges, wire fees, or account maintenance costs will be paid by [BUYER / SELLER / DEDUCTED FROM INTEREST EARNED]. The Holder is responsible only for ordinary care in holding and disbursing the funds, makes no representation about any rate of return, and is not responsible for the sufficiency, validity, or enforceability of the Purchase Agreement, for the condition or title of the Property, or for the performance of either party.

5. 5. Credit of the Deposit at Closing

If the transaction closes as contemplated by the Purchase Agreement, the Deposit will be applied in full as a credit to the Buyer against the purchase price, the Buyer down payment, or the Buyer closing costs, as directed on the settlement statement signed by the parties at closing. The Holder will disburse the Deposit to the closing or settlement agent identified as [CLOSING AGENT NAME] on or before the closing date, or will apply the funds directly if the Holder is also the closing agent. Nothing in this Receipt entitles the Seller to receive the Deposit before closing, and nothing entitles the Buyer to withdraw it before closing, except as provided in Sections 6 and 7. If the closing is rescheduled by written agreement of the Buyer and the Seller, the Deposit remains with the Holder on the same terms until the rescheduled closing occurs or the Purchase Agreement terminates.

6. 6. Refund and Forfeiture of the Deposit

The Deposit is refundable to the Buyer if the Purchase Agreement is properly terminated by the Buyer within a contingency period or in accordance with a contingency that has not been satisfied or waived, including without limitation the [INSPECTION / FINANCING / APPRAISAL / TITLE / SALE OF EXISTING HOME] contingencies, and if the Buyer gives the written notice required by the Purchase Agreement within the applicable deadline. The Deposit is also refundable if the Seller defaults, if the Seller cannot convey marketable title as required, or if the Purchase Agreement is terminated by mutual written agreement of the parties. The Deposit may be forfeited to the Seller, in whole or in part, if the Buyer defaults under the Purchase Agreement after all contingencies have expired or been waived, to the extent permitted by the Purchase Agreement and by applicable law. Nothing in this Receipt determines which party is entitled to the Deposit in any particular circumstance; that determination is governed by the Purchase Agreement, by applicable state law, and, if disputed, by the process in Section 8.

7. 7. Release of Funds Requires Written Instructions

The Holder will not release, disburse, transfer, offset, or apply any portion of the Deposit except on (a) closing of the transaction in accordance with Section 5, (b) written release instructions signed by both the Buyer and the Seller specifying the amount and the payee, or (c) a final order, judgment, or written direction from a court of competent jurisdiction or from an arbitrator with authority over the dispute. A demand from only one party, however urgent or however well documented, is not sufficient authority to release funds. On receiving a one-sided demand, the Holder will promptly send a copy of that demand to the other party at the notice address in Section 1 and will take no action for at least [NUMBER OF DAYS] days to allow the other party to respond in writing. The Buyer and the Seller each agree to sign reasonable release instructions promptly once entitlement to the Deposit is no longer genuinely in dispute.

8. 8. Disputes, Interpleader, and Holder Protection

If the Buyer and the Seller give conflicting instructions, or if the Holder receives a demand it reasonably believes is contested, the Holder may (a) continue to hold the Deposit until the parties deliver joint written instructions or a court order, or (b) deposit the funds with the clerk of a court of competent jurisdiction in [VENUE COUNTY AND STATE] by way of interpleader, name the Buyer and the Seller as claimants, and be discharged from further responsibility for the funds. The Holder may deduct from the Deposit its reasonable costs and attorney fees incurred in bringing an interpleader action, to the extent permitted by applicable law. The Buyer and the Seller jointly and severally release and indemnify the Holder from any claim arising out of the good-faith performance of its duties under this Receipt, other than a claim arising from the gross negligence or willful misconduct of the Holder. The prevailing party in any dispute over entitlement to the Deposit may recover reasonable attorney fees and costs from the other party to the extent allowed by applicable law and by the Purchase Agreement.

9. 9. Signatures

By signing below, the Holder acknowledges receipt of the Deposit described in Section 2, and the Buyer and the Seller acknowledge and agree to the handling, release, and dispute provisions of this Receipt. HOLDER: [HOLDER NAME]. Signature: ______________________. Printed Name: [HOLDER SIGNER NAME]. Title / License No.: [TITLE AND LICENSE NUMBER, IF APPLICABLE]. Date: [DATE]. BUYER: [BUYER NAME]. Signature: ______________________. Printed Name: [BUYER SIGNER NAME]. Date: [DATE]. SELLER: [SELLER NAME]. Signature: ______________________. Printed Name: [SELLER SIGNER NAME]. Date: [DATE]. This Receipt may be signed in counterparts, and electronic or scanned signatures have the same effect as original signatures. A copy of the executed Receipt will be delivered to each party and retained in the transaction file.

10. Disclaimer

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