

EARNEST MONEY ESCROW AGREEMENT

Commitment No. _____

The undersigned Seller, Buyer, and Escrowee hereby agree that Buyer shall deposit with Escrowee the earnest money of \$_____ (“Funds”) called for by the attached Residential/Commercial Offer to Purchase dated _____20____, as amended if amended (“Purchase Agreement”), to be held by Escrowee pursuant to this Earnest Money Escrow Agreement (“Agreement”) until the occurrence of one of the following:

1. On closing of the sale of real estate as described in the Purchase Agreement, Escrowee shall deliver the funds to Seller as part of Buyer’s purchase money.
2. On receipt of a joint notice from Buyer and Seller instructing Escrowee to deliver the Funds, Escrowee shall disburse the Funds to the party designated in the joint notice.
3. In the event that Escrowee shall receive any notice from either Buyer or Seller, Escrowee shall, as soon as is reasonably practicable, deliver a copy thereof to the other party (“Noticed Party”). Thereafter, Escrowee shall hold the Funds for 30 days without disbursement. If on the 30th day Escrowee shall not have received a notice from the Noticed Party contradicting such instruction (“Contradicting Instruction”), Escrowee shall deliver the Funds to the requesting party. In such event, Escrowee shall have no further liability hereunder. In the event Escrowee receives a Contradicting Instruction from the Noticed Party before having delivered the Funds to the requesting party, Escrowee shall continue to hold the Funds until the first to occur of:
 - a) Receipt by Escrowee of joint instructions from Buyer and Seller to deliver the Funds to a named party; or
 - b) Delivery of the Funds by Escrowee, at Escrowee’s sole discretion, and at any time after receipt of a Contradicting Instruction, to a court of competent jurisdiction. Such delivery may be by interpleader or other writ or petition. Buyer and Seller agree that, after the Funds are delivered to court under this paragraph, Escrowee shall have no further liability hereunder and shall not be a necessary or permitted party in any action brought regarding the Funds; or
 - c) Entry and receipt by Escrowee of an order of a court of competent jurisdiction ordering Escrowee to deliver the Funds.
4. After the closing date established under the Purchase Agreement, and if Escrowee has not received a joint instruction notice as described above, Escrowee may, at Escrowee’s sole discretion, deliver the Funds to a court of competent jurisdiction.
5. This Agreement shall be subject to and controlled by the terms of the Purchase Agreement. If the Purchase Agreement shall refer to a Broker in connection with earnest money, “Broker” shall be read to mean the Escrowee.
6. Escrowee shall not be liable for any acts or omissions done in good faith and consistent with this Agreement. Buyer and Seller hold Escrowee harmless for all out-of-pocket expenses incurred by Escrowee, as to all reasonable actions taken in accordance with this Agreement.
7. This Agreement may be executed by the parties in two or more counterparts, all of which counterparts, when taken together, shall constitute one and the same instrument. By signature below, the parties agree that signed electronically transmitted counterparts of this Agreement via e-mail shall be as valid and binding as originals. The “Effective Date” of this Agreement shall be deemed the date of final signature below.

NOTE: IF BUYER WANTS BUYER'S EARNEST MONEY DEPOSIT TO ACCRUE INTEREST, WE MUST BE FURNISHED WITH A COMPLETED W-9 FORM (Minimum Deposit \$10,000.00).

BUYER REPRESENTS AND WARRANTS TO WISCONSIN TITLE SERVICE COMPANY, INC. THAT THE NAME, ADDRESS AND TAXPAYER IDENTIFICATION NUMBER LISTED BELOW FOR BUYER IS TRUE AND CORRECT IN ALL RESPECTS.

SELLER:

BUYER:

Print Name: _____

Print Name: _____

Social Security #: _____

Print Name: _____

Print Name: _____

Social Security #: _____

Date: _____, 20__

Date: _____, 20__

Notice Information (address)

Notice Information (address):

Telephone: _____

Telephone: _____

E-mail: _____

E-mail: _____

ESCROWEE:

WISCONSIN TITLE SERVICE COMPANY, INC.

By: _____

Date: _____, 20__

Notice Information:

Wisconsin Title Service Company, Inc.

1716 Paramount Drive

P.O. Box 618

Waukesha, WI 53187-0618

Telephone: 262.542.1700