

EARNEST MONEY DEPOSIT DISBURSEMENT AGREEMENT (MONTANA)

"This agreement provides written instructions for the disbursement of earnest money deposited in connection with a real estate purchase agreement."

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EARNEST MONEY DISBURSEMENT AGREEMENT

1. PROPERTY INFORMATION

Property Address:

City:

County:

State: Montana

Zip Code:

Tax Parcel Number (optional):

2. TRANSACTION INFORMATION

Original Purchase Agreement Date:

Buyer Name (s):

Mailing Address:

Seller Name (s):

Mailing Address:

The buyer and seller previously entered into a real estate purchase agreement concerning the property described above.

3. ESCROW HOLDER INFORMATION

Name of Brokerage/Escrow Company/Title Company:

Contact Information :

Amount of Earnest Money Currently Held: \$ _____

4. TERMINATION OF PURCHASE AGREEMENT

The purchase agreement has been terminated or cancelled by the parties. The parties now wish to provide written instructions for disbursement of the earnest money deposit.

Termination Date:

5. DISBURSEMENT INSTRUCTIONS

The parties instruct the escrow holder as follows :

Earnest money shall be returned to Buyer.

Earnest money shall be released to Seller.

Earnest money shall be divided between Buyer and Seller as follows :

Buyer receives: \$ _____

Seller receives: \$ _____

Other disbursement instructions :

6. AUTHORIZATION TO ESCROW HOLDER

The escrow holder is authorized to release the earnest money in accordance with the instructions contained in this agreement. The escrow holder may rely upon the signatures of the parties. The escrow holder is released from further responsibility regarding the earnest money once disbursement is made according to this agreement.

7. MUTUAL RELEASE (OPTIONAL)

The buyer and seller mutually release one another from claims relating to the earnest money deposit unless otherwise stated.

Additional Terms or Conditions:

8. ADDITIONAL TERMS

9. GOVERNING LAW

This agreement shall be governed by the laws of the State of Montana.

10. ENTIRE AGREEMENT

This agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements. Amendments must be in writing and signed by both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original.

11. SIGNATURES

BUYER PRINTED NAME 1

BUYER SIGNATURE 1

BUYER:

Printed Name :

SIGNATURE:

Date:

BUYER PRINTED NAME 2

BUYER SIGNATURE 2

CO-BUYER (IF APPLICABLE):

Printed Name :

SIGNATURE:

Date:

SELLER PRINTED NAME 1

SELLER SIGNATURE 1

SELLER:

Printed Name :

SIGNATURE:

Date :

SELLER PRINTED NAME 2

SELLER SIGNATURE 2

CO-SELLER (IF APPLICABLE):

Printed Name :

SIGNATURE:

Date :

ESCROW HOLDER PRINTED NAME

ESCROW HOLDER SIGNATURE

ESCROW HOLDER / BROKERAGE REPRESENTATIVE
(OPTIONAL ACKNOWLEDGMENT):

Printed Name :

SIGNATURE:

Date :

This form is provided as a courtesy to My State MLS members and is open-source for use by any real estate professional who wishes to use it. **THIS IS A LEGALLY BINDING CONTRACT.** If you do not fully understand its terms, seek competent legal advice before signing.