

TERMINATION OF BUYER-SELLER AGREEMENT NOTICE (MONTANA)

Real Estate Purchase Agreement Termination

MyStateMLS

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MONTANA REAL ESTATE TRANSACTION DOCUMENT

"This document is intended to provide notice of termination of a residential real estate purchase agreement. If not understood, the parties are encouraged to seek competent legal advice."

PROPERTY INFORMATION

Property Address:

City:

County:

State: **Montana**

Zip Code:

Tax Parcel Number (optional):

TRANSACTION INFORMATION

Original Purchase Agreement Date:

Buyer Name (s):

Seller Name (s):

Listing Brokerage (if any):

Buyer Brokerage (if any):

The parties entered into a Residential Real Estate Purchase Agreement dated _____ concerning the property described above.

NOTICE OF TERMINATION

The Buyer and Seller mutually agree to terminate the Residential Real Estate Purchase Agreement identified above for the property described in Section 1.

Effective Date of Termination :

Reference/Title of Purchase Agreement Being Terminated (if any):

REASON FOR TERMINATION (OPTIONAL)

The parties may indicate the basis for termination by checking one or more boxes below. Providing a reason is optional and does not modify the terms of the Purchase Agreement unless otherwise stated in writing by the parties.

Inspection contingency

Financing contingency

Appraisal contingency

Title contingency

Mutual agreement of the parties

Other :

EARNEST MONEY DISPOSITION

The parties hereby instruct and authorize the escrow holder or closing agent to disburse the earnest money in accordance with the selection below. If no selection is marked, disposition will be determined separately in accordance with applicable agreement (s) or law.

Earnest money shall be returned to Buyer.

Earnest money shall be released to Seller.

Earnest money shall be divided as follows :

Earnest money disposition will be determined separately.

Escrow Holder/Closing Agent (name, if known):

Earnest Money Amount (if known):\$

By signing this Notice, the parties authorize the escrow holder or closing agent to rely upon this Notice as written instructions to disburse the earnest money accordingly.

RELEASE OF OBLIGATIONS

Upon execution of this Notice by both Buyer and Seller, the Purchase Agreement is terminated as of the Effective Date of Termination stated in Section 3. Except as otherwise stated in this Notice or in the Purchase Agreement, neither party shall have further obligations to the other under the Purchase Agreement. Any provisions of the Purchase Agreement that expressly survive termination, including without limitation confidentiality, dispute resolution, indemnity, and broker compensation provisions (if any), shall remain in full force and effect in accordance with their terms.

ADDITIONAL TERMS (OPTIONAL)

(Examples: reimbursement of inspection costs; confidentiality provisions; additional settlement terms.)

BROKERAGE ACKNOWLEDGMENT (OPTIONAL)

Listing Broker Acknowledgment

(signature acknowledges receipt only unless otherwise agreed by the parties):

PRINTED NAME:

BROKERAGE:

SIGNATURE:

DATE:

Buyer Broker Acknowledgment

(signature acknowledges receipt only unless otherwise agreed by the parties):

PRINTED NAME:

BROKERAGE:

SIGNATURE:

DATE:

BUYER SIGNATURE

Buyer:

BUYER PRINTED NAME 1

BUYER SIGNATURE 1

PRINTED NAME:

SIGNATURE:

BUYER DATE 1

DATE:

Co-Buyer (if applicable):

BUYER PRINTED NAME 2

BUYER SIGNATURE 2

PRINTED NAME:

SIGNATURE:

BUYER DATE 2

DATE:

SELLER SIGNATURE

Seller:

SELLER PRINTED NAME 1

SELLER SIGNATURE 1

PRINTED NAME:

SIGNATURE:

SELLER DATE 1

DATE:

Co-Seller (if applicable):

SELLER PRINTED NAME 2

SELLER SIGNATURE 2

PRINTED NAME:

SIGNATURE:

SELLER DATE 2

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.