

**CHICAGO TITLE COMPANY, LLC**  
**EARNEST MONEY ESCROW AGREEMENT**

CT ESCROW NO: \_\_\_\_\_

This **EARNEST MONEY ESCROW AGREEMENT** (hereinafter "Agreement") made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CHICAGO TITLE COMPANY, LLC ("Escrow Agent"), and \_\_\_\_\_

\_\_\_\_\_ (collectively, and jointly and severally if more than one, hereinafter "Buyer"), and \_\_\_\_\_

\_\_\_\_\_ (collectively, and jointly and severally if more than one, hereinafter "Seller").

Whereas Buyer and Seller are parties under a certain contract for the sale of certain real property known as \_\_\_\_\_, and

Whereas Buyer and Seller have requested Chicago Title Company, LLC to act as Escrow Agent to hold the earnest money agreed to therein (hereinafter "Funds") in accordance with the terms and provisions of this Agreement.

Now, therefore, in consideration of the promises and undertakings herein made and the proposed issuance of a title insurance policy (or policies) by Escrow Agent, it is agreed that:

1. Buyer and Seller hereby appoint Chicago Title Company, LLC as Escrow Agent hereunder. The Funds are hereby delivered to Escrow Agent who, by signing below, acknowledges its receipt in the form of (a) a check, dated \_\_\_\_\_, payable to Escrow Agent, or (b) wire transfer in the amount of \$\_\_\_\_\_. However, such receipt is made subject to Conditions of Escrow attached hereto and incorporated herein. The Escrow Agent shall receive a fee in the amount of \_\_\_\_\_ for serving as Escrow Agent under this Agreement, which fee shall be deducted from the Funds upon receipt of said Funds.
2. ESCROW AGENT SHALL HOLD THE FUNDS UNTIL WRITTEN RELEASE/DISBURSEMENT INSTRUCTIONS ARE RECEIVED FROM BUYER AND SELLER.
3. Escrow Agent is hereby authorized to and directed to invest the Funds in the name of Buyer, by Chicago Title Company, LLC as Escrow Agent, as follows:
  - a. Funds will be invested in an FDIC Money Market Account at the discretion of Chicago Title Company, LLC upon receipt of Chicago Title's Investment Form and IRS form W9 Request for Taxpayer Identification Number and Certification, unless otherwise requested.
  - b. Other types of investments will be considered upon written request directed to Chicago Title Company, LLC and subject to possible additional fees payable to Escrow Agent as negotiated.
  - c. If no investment is requested, please check here: \_\_\_\_\_
4. Interest shall be payable at the time Funds are disbursed in accordance with the terms of this Agreement and written release/disbursement instructions; and
5. All investments will be made in the regular course of business. To be entitled to same-day investment (assuming good funds are provided), the Funds must be received by noon; otherwise, such Funds will be deposited on the next business day.
6. Escrow Agent shall have NO OBLIGATION TO INVEST the Funds unless and until a satisfactory federal tax Identification number is provided below and a completed IRS form W9 Request for Taxpayer Identification Number and Certification is provided to Escrow Agent.

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

7. The investment shall be subject to the rules, regulations, policies and procedures of the Depository as defined in the Conditions of Escrow.

BUYER: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

SELLER: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

CHICAGO TITLE COMPANY, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**CHICAGO TITLE COMPANY, LLC**  
**CONDITIONS OF ESCROW**

CHICAGO TITLE COMPANY, LLC (hereinafter "Escrow Agent") accepts the Funds as described in the preceding Agreement subject to these Conditions of Escrow:

1. The Funds may be processed for collection in the normal course of business by Escrow Agent, who may commingle funds received by it with escrow funds of others in the regular escrow account at Wells Fargo Bank, or such other institution as maintained by it with escrow funds of others in the regular escrow account at Wells Fargo Bank, or such other institution as maintained from time to time by Escrow Agent (hereinafter the "Depository"). The parties to this escrow acknowledge that the maintenance of such escrow accounts with some Depository institutions may result in Escrow Agent being provided with an array of bank services, accommodations or other benefits by the Depository institution. Escrow Agent or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the Depository institution. All such services, accommodations and other benefits shall accrue to Escrow Agent, and Escrow Agent shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.
2. Escrow Agent shall not be liable for any loss caused by the failure, suspension, inability to pay funds or accrued interest, bankruptcy or dissolution of the Depository. Parties to the Agreement acknowledge their familiarity with limitations on payments made on accounts in excess of \$100,000 and the cumulative effect of other accounts held or owned by the parties in the above named depository.
3. Escrow Agent is not responsible for levies by taxing authorities or judicial order based upon taxpayer identification number used to establish an interest bearing account.
4. Escrow Agent shall not be liable for loss or damage resulting from:
  - a. Any good faith act or forbearance of Escrow Agent;
  - b. Any default, error, action or omission of any party, other than Escrow Agent;
  - c. Any defect in the title to any property unless such loss is covered under a policy of title insurance issued by the Escrow Agent;
  - d. The expiration of any time limit or other delay which is not solely caused by the failure of Escrow Agent to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to the Escrow Agent;
  - e. The lack of authenticity of the signatory to sign such writing;
  - f. Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court;
  - g. Escrow Agent's assertion or failure to assert any cause of action or defense in any judicial or administrative proceeding; or
  - h. Any loss or damage which arises after the Funds have been disbursed in accordance with the terms of this Agreement.
5. Escrow Agent shall be fully indemnified by the parties hereto for all its expenses, costs, and reasonable attorneys' fees incurred in connection with any interpleader action which Escrow Agent may file, in its sole discretion, to resolve any dispute as to the Funds or which may be filed against the Escrow Agent. Such costs, expenses or attorneys' fees may be deducted from the Funds.
6. If Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorneys' fees incurred by Escrow Agent in responding to such action, hearing or process may be deducted from the Funds held hereunder and the party/parties whose alleged acts are a basis for such proceedings shall indemnify, save and hold Escrow Agent harmless from said expenses, costs and fees so incurred.