



# Mutual Release

*This document has legal consequences. If you do not understand it, consult your attorney.*

1 \_\_\_\_\_, (“Buyer”);  
 2 \_\_\_\_\_, (“Seller”);  
 3 \_\_\_\_\_ (“Listing Broker’s Firm  
 Name”); and  
 4 \_\_\_\_\_ (“Cooperating Broker’s  
 Firm Name”);

5 enter this Mutual Release effective as of the date of the last signature below. -The parties mutually agree as  
6 follows:

1. **BACKGROUND:** Buyer and Seller entered into a real estate sale contract dated \_\_\_\_\_

7 (“Contract”) for

8 Seller’s property commonly described as

\_\_\_\_\_ (“Contract”).

9 Buyer paid \_\_\_\_\_  
10 (“Escrow Agent”)

11 \$ \_\_\_\_\_ in earnest money. The parties desire to acknowledge the termination of the  
12 Contract

13 and to authorize the release of the earnest money.

14 **2. RELEASE:** Each party whose signature is affixed below hereby releases every other party whose signature  
15 is affixed below from all claims and demands relating to the

16 Contract, and acknowledges the termination of the

17 Contract. This Mutual Release is not binding on any person or party whose signature is not affixed below.

18 **3. EARNEST MONEY:** The parties authorize and direct the Escrow Agent to disburse and/or apply funds  
19 from

20 the  
21 earnest money as follows:

22 **TO:** \_\_\_\_\_ **AMOUNT:** \_\_\_\_\_

23 **TO:** \_\_\_\_\_ **AMOUNT:** \_\_\_\_\_

24 **TO:** \_\_\_\_\_ **AMOUNT:** \_\_\_\_\_

25 **TO:** \_\_\_\_\_ **AMOUNT:** \_\_\_\_\_

26 **TO:** \_\_\_\_\_ **AMOUNT:** \_\_\_\_\_

27 **TO:** \_\_\_\_\_ **AMOUNT:** \_\_\_\_\_

28 **4. MISCELLANEOUS:** This Mutual Release does not affect rights, claims, or defenses of any party against any  
29 person or party not executing this Mutual Release. This Mutual Release supersedes all prior negotiations  
30 and agreements between the parties hereto. The parties have made no representations, warranties or agreements  
31 other than those contained in this Mutual Release.

32 \_\_\_\_\_

33 \_\_\_\_\_

34 \_\_\_\_\_

35 \_\_\_\_\_

36 \_\_\_\_\_

~~4. MISCELLANEOUS: This Mutual Release does not affect rights, claims, or defenses of any party against any  
22 other  
23 third party not executing this Mutual Release. This Mutual Release supersedes all prior negotiations and  
24 agreements between the parties hereto. The parties have made no representations, warranties or agreements  
25 other than those contained in this Mutual Release.~~

25  
26 **SELLER** **BUYER**

278 \_\_\_\_\_ **Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

28 \_\_\_\_\_

29 \_\_\_\_\_

30 \_\_\_\_\_

29 \_\_\_\_\_ **Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

31 **Date** \_\_\_\_\_ **Date** \_\_\_\_\_

32 \_\_\_\_\_

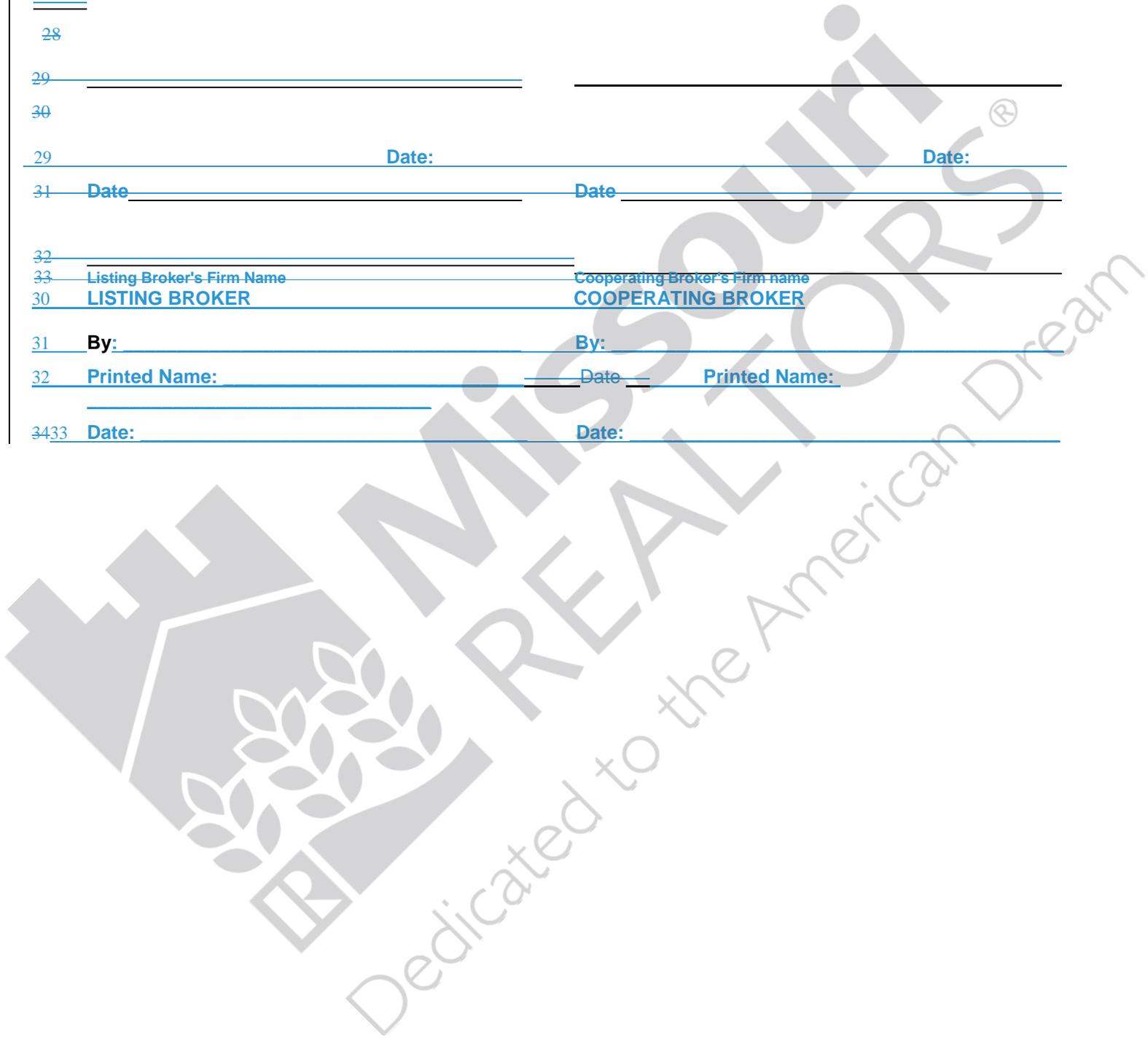
33 **Listing Broker's Firm Name** **Cooperating Broker's Firm name**

30 **LISTING BROKER** **COOPERATING BROKER**

31 **By:** \_\_\_\_\_ **By:** \_\_\_\_\_

32 **Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

3433 **Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_



By \_\_\_\_\_ Date \_\_\_\_\_

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Release, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Release be made. Last revised 12/31/1602.  
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