ESCROW AGREEMENT
(RECEIPT OF EARNEST MONEY)

This Escrow Agreement (the "**Agreement**") is entered into by and between _____ Title Company (the "**Company**") and the undersigned Buyer(s) and Seller(s) this _____ day of _____, 20__, with respect to certain real property located at _____, County of _____, State of Utah (the "**Property**").

RECITALS

A. Buyer and Seller have entered into a Real Estate Purchase Contract dated the _____ of _____, 20__, (the "**Contract**") wherein Seller has agreed to sell and Buyer has agreed to buy the Property.

B. The Company has been requested to perform escrow closing services with respect to the Contract and to issue a policy or policies of title insurance in connection with this transaction.

C. The Company has also been asked to hold the earnest money deposit in the amount of $_____(the "**Deposit**"), which is being delivered to the Company by or for the Buyer as set forth in the Contract.

NOW THEREFORE, Buyer, Seller, and the Company do hereby agree as follows:

1. The Deposit shall be held and disbursed by the Company in accordance with the Contract and in accordance with this Agreement. The Company shall rely upon the terms of the Contract and any and all written amendments thereto. Buyer and Seller shall have the sole responsibility to provide to the Company any and all written addendums, extensions, or other modifications to the Contract and to obtain a written acknowledgement from the Company of receipt of said documents. The Company shall not accept or rely upon any non-written agreements or instructions or any written documents not signed both by Buyer and by Seller.

2. Seller and Buyer do hereby hold the employees and officers of both the Company and its title insurance underwriter (the "**Underwriter**") harmless for their reliance upon the terms and conditions set forth in the Contract and any amendments thereto and for their reliance upon this Agreement.

3. Buyer and Seller jointly and severally agree to indemnify and defend the Company and its Underwriter of and from any and all damages, claims, demands, obligations, actions or liabilities including but not limited to attorney fees and costs arising from or relating to the performance or nonperformance of Buyer's obligations or Seller's obligations under the Contract or this Agreement.

4. In the event that the Company receives any demand or instruction from either Buyer or Seller which conflicts with demands or instructions received by the Company from the other of them, with regard to the holding, management and/or disbursement of the Deposit, then in that event, the Company may, upon its sole and exclusive election, rely exclusively upon the terms and conditions of the Contract and any and all written amendments thereto as previously received by the Company and continue to hold or to disburse the Deposit pursuant thereto. In the alternative, and in the event of such conflicting demands or claims, the Company may commence an action in any District Court of the State of Utah naming Buyer and Seller as defendants therein, pay over and implead the amount of the Deposit to the Court and thereby require Buyer and Seller to litigate their claims and rights relative thereto. If such an action is filed, Buyer and Seller shall pay the Company all costs and expenses, including reasonable attorney fees, incurred by the Company with regard to such court action and the filing of such action shall release and discharge the Company from any and all further obligation of performance under this Agreement.

5. In the event that any party to this Agreement defaults in the performance of the obligations to be performed by such party hereunder, then and in that event, the defaulting party shall pay all costs and expenses, including reasonable attorney fees, incurred by each other party in enforcing this Agreement or pursing any other remedy available under the laws of the State of Utah.

6. **This Agreement is a legally binding agreement and Buyer and Seller are encouraged and advised to seek the advice of an attorney of their choice before signing this Agreement and with regard to their rights and obligations hereunder**. Buyer and Seller do hereby acknowledge that the Company and its escrow officers and employees have not provided to either of them legal advice with regard to this Agreement or their respective obligations hereunder.

7. The Company, its members, officers and employees, shall not be liable to Buyer or Seller for any act or omission in good faith undertaken or omitted by them under this Agreement or in connection herewith. The Company is acting as a depository only and shall not be responsible or liable for acting upon any written notice, request, waiver, consent, receipt or other document reasonably believed by the Company to be genuine and to have been signed by or on behalf of Buyer and/or Seller.

8. This Agreement constitutes the full and entire understanding and agreement among the parties hereto and supersedes any prior instruction, understanding or oral communication.

DATED this _____ day of _____, 20__

(Signature Page Follows)

Escrow File Number: _____

SELLERS:

_____ Phone Number: _____SS#_____

_____ Phone Number: _____SS#_____

Forwarding Address: _____

Email Address: _____

BUYERS:

_____ Phone Number: _____SS#_____

_____ Phone Number: _____SS#_____

Forwarding Address: _____

Email Address: _____

_____ TITLE INSURANCE COMPANY

By: _____

Its: _____

Address: _____

Phone:_____ Fax: _____

Email: _____

WITNESSED BY:

_____ _____

Listing Agent **Selling Agent**