

Earnest Money Contract

This **Earnest Money Contract** ("**Contract**") is entered into on _____, by and between the following parties:

Seller

Buyer

Buyer and Seller may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Purpose

The purpose of this Contract is to set forth the terms under which Buyer provides an earnest money deposit in connection with the intended purchase of the property described below, as evidence of Buyer's good faith and commitment to complete the transaction.

2. Property Description

The property subject to this Contract is described as follows:

Property Address	Legal Description (if applicable)	Type of Property

3. Earnest Money Deposit

Buyer shall pay an earnest money deposit in the amount of _____ ("**Earnest Money**") to _____, to be held in accordance with this Contract.

The Earnest Money shall be delivered on or before _____ and held in a designated escrow account, unless otherwise agreed in writing by the Parties.

4. Application of Earnest Money

Upon successful completion of the transaction, the Earnest Money shall be applied toward the purchase price of the Property or credited to Buyer at closing.

5. Purchase Price and Closing

The agreed purchase price for the Property is _____, subject to the terms of a separate purchase agreement between the Parties.

The anticipated closing date shall be _____, unless extended by mutual written agreement.

6. Contingencies

This Contract is subject to the following conditions:

- Buyer obtaining satisfactory financing on or before _____;
- Buyer's approval of property inspections conducted on or before _____;
- Clear and marketable title being provided by Seller.

If any contingency is not satisfied or waived in writing within the applicable timeframe, Buyer may terminate this Contract as described in the Termination clause.

7. Obligations of the Parties

Buyer agrees to act in good faith and make reasonable efforts to complete the purchase, including securing financing and conducting due diligence.

Seller agrees to make the Property available for inspection, provide accurate information regarding the Property, and refrain from entering into conflicting agreements during the term of this Contract.

8. Default

Buyer agrees to act in good faith and make reasonable efforts to complete the purchase, including securing financing and conducting due diligence.

Seller agrees to make the Property available for inspection, provide accurate information regarding the Property, and refrain from entering into conflicting agreements during the term of this Contract.

9. Termination

This Contract may be terminated under the following circumstances:

- By mutual written agreement of the Parties;
- By Buyer if any contingency is not satisfied within the specified timeframe;
- By either Party in the event of a material breach by the other Party.

Upon termination:

- If termination is due to Buyer's valid exercise of a contingency, the Earnest Money shall be refunded to Buyer;
- If termination results from Buyer's default, the Earnest Money may be released to Seller;
- If termination results from Seller's default, the Earnest Money shall be returned to Buyer.

10. Escrow Instructions

The escrow agent holding the Earnest Money shall release funds only upon:

- Written instructions signed by both Parties; or
- A final decision from a competent authority if the Parties are unable to agree.

11. Governing Law and Dispute Resolution

This Contract shall be governed by the laws of _____.

Any disputes arising out of or related to this Contract shall be resolved through good faith negotiations. If unresolved, disputes may be submitted to mediation or legal proceedings in a competent court within the governing jurisdiction.

12. Entire Agreement

This Contract represents the entire understanding between the Parties regarding the Earnest Money and supersedes any prior discussions or agreements related to its subject matter.

13. Amendments

Any amendment to this Contract must be made in writing and signed by both Parties.

14. Notices

All notices under this Contract shall be in writing and delivered to the addresses of the Parties stated above, unless updated in writing.

15. Assignment

Buyer may not assign their rights or obligations under this Contract without the prior written consent of Seller.

16. Signatures

By signing below, the Parties acknowledge that they have read, understood, and agreed to the terms of this Contract.

Seller

Name

Date

Signature

Buyer

Name

Date

Signature

Escrow Agent (If Applicable)

Name

Date

Signature



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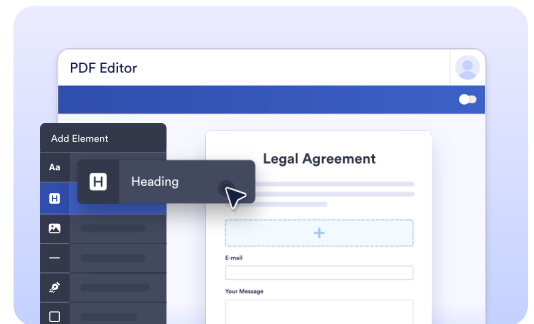
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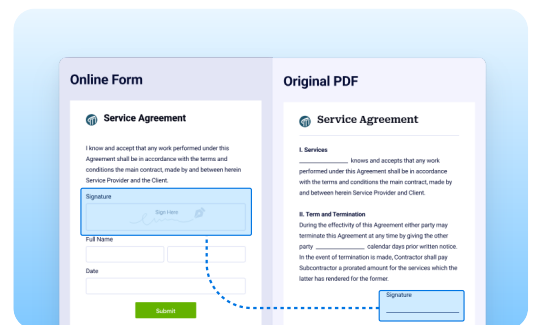
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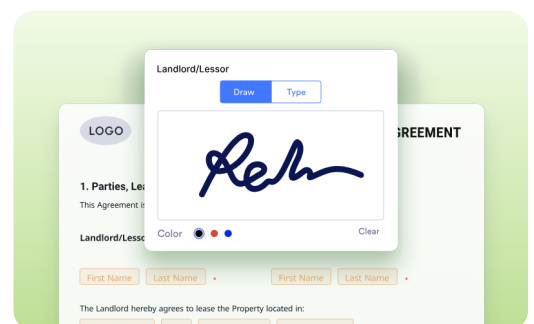
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