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If you do not understand it, consult your attorney.  
The text of this form may not be altered in any manner without written acknowledgement of all parties.  
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**MUTUAL RELEASE**

1 **SALE CONTRACT DATED:** \_\_\_\_\_ **SALE CONTRACT:** \_\_\_\_\_

2 **PROPERTY:** \_\_\_\_\_

3 1. This Mutual Release is effective as of the date last executed below by and among each and all of the following parties:

4 \_\_\_\_\_ Buyer \_\_\_\_\_ Seller,  
5 \_\_\_\_\_ Selling Broker, \_\_\_\_\_ Listing Broker

6 This Mutual Release is made in consideration of the following:

- 7 • Each of the parties acknowledges that, pursuant to said contract, they have undertaken certain obligations to each other; and
- 8 • Each of the parties desires to terminate said obligations and declares the Sale Contract terminated; and
- 9 • Buyer has paid the sum of \$ \_\_\_\_\_ in earnest money to escrow agent, pursuant to the provisions of the Sale Contract.

10 2. The escrow agent is hereby directed to distribute earnest money as follows:

11 \$ \_\_\_\_\_ to Buyer, \$ \_\_\_\_\_ to Seller,  
12 \$ \_\_\_\_\_ to Selling Broker, \$ \_\_\_\_\_ to Listing Broker  
13 pursuant to disbursement instructions as agreed upon by each party to escrow agent; and/or to apply funds from earnest money for unpaid  
14 expenses incurred as a part of this transaction (including but not limited to Title Companies, Surveyors, Inspectors, Lender and Appraisers  
15 specifically named below):

16 \$ \_\_\_\_\_ to \_\_\_\_\_ \$ \_\_\_\_\_ to \_\_\_\_\_  
17 \$ \_\_\_\_\_ to \_\_\_\_\_ \$ \_\_\_\_\_ to \_\_\_\_\_

18 **In addition to above if applicable:**

- 19 3. Seller hereby delivers to Buyer the amount of \$ \_\_\_\_\_ (\$0 if none stated) in connection with this Mutual Release.
- 20 4. Buyer hereby delivers to Seller the amount of \$ \_\_\_\_\_ (\$0 if none stated) in connection with this Mutual Release.
- 21 5. Seller hereby delivers to Buyer the amount of \$ \_\_\_\_\_ (\$0 if none stated) as reimbursement for Buyer's title, survey, inspection(s) and appraisal, if any, to the extent required under the Sale Contract in the event of Title Defects or Loss.
- 22 6. (formerly #3) In consideration of the mutual promises and agreements herein, each of the parties hereby releases the other, their heirs, executors,  
23 administrators, successors or assigns, salespersons, agents, licensees, employees, shareholders, partners, officers and directors, or any of them,  
24 from all sums of money, accounts, claims and demands relating to the Sale Contract up to the effective date of this Mutual Release and the said  
25 parties, and each of them, do hereby acknowledge the Sale Contract to be terminated.

26 This Mutual Release does not affect rights, claims or defenses of any party against any third party not executing this Mutual Release.  
27 This Mutual Release supersedes all prior negotiations and agreements between the parties hereto. The parties have made not representations,  
28 warranties or agreements other than those contained in this Mutual Release.

29 \_\_\_\_\_  
30 BUYER SIGNATURE DATE

31 \_\_\_\_\_  
32 Buyer Printed Name

33 \_\_\_\_\_  
34 BUYER SIGNATURE DATE

35 \_\_\_\_\_  
36 Buyer Printed Name

37 \_\_\_\_\_  
38 SELLING BROKER/MANAGER DATE

39 \_\_\_\_\_  
40 Selling Broker/Manager Printed Name

\_\_\_\_\_ DATE

\_\_\_\_\_ Seller Printed Name

\_\_\_\_\_ DATE

\_\_\_\_\_ Seller Printed Name

\_\_\_\_\_ DATE

\_\_\_\_\_ Listing Broker/Manager Printed Name