

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (EMR 83-6-16) (Mandatory 1-17)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

### EARNEST MONEY RELEASE

Date: \_\_\_\_\_

1. Parties, Property, Contract, Earnest Money Deposit:

- a. Seller \_\_\_\_\_
- b. Buyer \_\_\_\_\_
- c. Property \_\_\_\_\_
- d. Date of Contract \_\_\_\_\_
- e. Earnest Money \$ \_\_\_\_\_

2. Buyer and Seller agree that the Earnest Money will be distributed as follows:

- a. \$ \_\_\_\_\_ payable to: \_\_\_\_\_
- b. \$ \_\_\_\_\_ payable to: \_\_\_\_\_
- c. Other: \_\_\_\_\_

If the Contract required the Earnest Money to be placed in an interest bearing account, the interest shall be disbursed as follows:

3.  If this box is checked, the parties mutually release each other from any and all claims, demands, obligations, damages and causes of action pertaining to the Contract or the Property except the parties do not release each other from any claims arising under the Section entitled "**Damage, Liens and Indemnity**" of the Contract, which specifically survives this Earnest Money Release. If the box is **Not** checked, the parties do **Not** release each other.

This Earnest Money Release may affect legal rights or claims of the parties. Buyer and Seller are advised of their right to obtain legal counsel.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seller \_\_\_\_\_

Seller \_\_\_\_\_