

### Mutual Release of Contract and Disposition of Earnest Money

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CINCINNATI AREA BOARD OF REALTORS®, INC.  
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**This is a legally binding document. If not understood, seek  
legal advice. For real estate advice, consult a REALTOR®.**



This form is to be used to release all parties from the purchase contract and to obtain authorization for disbursal of earnest money. If there is no agreement between the parties as to the disposition of earnest money at the time of signing this Mutual Release of Contract and Disposition of Earnest Money, option 4 (b) should be checked below.

Whereas \_\_\_\_\_ “Buyer”  
and \_\_\_\_\_ “Seller”  
have entered into a contract to purchase real estate dated \_\_\_\_\_ “Purchase Contract”, for the  
property located at \_\_\_\_\_,  
 (“Real Estate”), now therefore, and in consideration of the mutual covenants set forth herein, hereby agree as follows:

1. Buyer and Seller hereby release each other from the provisions of the Purchase Contract and agree to terminate the Purchase Contract.
2. The Buyer releases any and all interest in and to the Real Estate and Seller shall have the right to sell the Real Estate to any other party free of any interest or claim of the Buyer.
3. The Buyer and Seller hereby fully release the listing and selling real estate brokers, their agents and employees from any and all liability, claims or damages resulting from, arising out of, or related to the Purchase Contract or this Mutual Release of Contract.
4. Select (a) or (b) below as pertaining to the earnest money deposit associated with this Purchase Contract:

a)  The parties direct the earnest money deposit of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ), which is being held by \_\_\_\_\_, to be distributed as follows:

To the Buyer \$ \_\_\_\_\_

To the Buyer’s Broker: \_\_\_\_\_ \$ \_\_\_\_\_

To the Seller \$ \_\_\_\_\_

To the Seller’s Broker: \_\_\_\_\_ \$ \_\_\_\_\_

b)  There exists a dispute over the earnest money deposited in connection with the Purchase Contract and Buyer and Seller reserve any and all rights and claims they may have in and to earnest money deposited pursuant to the terms of the Purchase Contract.

\_\_\_\_\_  
Buyer’s Signature

\_\_\_\_\_  
Date/time

\_\_\_\_\_  
Buyer’s Signature

\_\_\_\_\_  
Date/time

\_\_\_\_\_  
Seller’s Signature

\_\_\_\_\_  
Date/time

\_\_\_\_\_  
Seller’s Signature

\_\_\_\_\_  
Date/time

This matter affects your legal rights. If you have any questions regarding this matter, you should contact an attorney in order to protect your interests.