

**TERMINATION OF CONTRACT BY MUTUAL AGREEMENT
WITHOUT RELEASE OF EARNEST MONEY DEPOSIT**

(This form is designed for use by a buyer and seller who agree to terminate the Offer to Purchase and Contract (Standard Form 2-T) or the Offer To Purchase and Contract-Vacant Lot/Land (Standard Form 12-T) but have not agreed on how the Earnest Money Deposit is to be disbursed. Form 390-T may be used in situations where the parties have agreed as to disbursement of the Earnest Money Deposit.)

Seller: _____

Mailing Address: _____

Buyer: _____

Mailing Address: _____

Seller and Buyer are referred to herein collectively as "the Parties".

1. **Contract.** The Parties entered into a contract for the purchase and sale of the following real property: _____

_____ ("Contract").

The Effective Date of the Contract is _____.

2. **Intent.** The Parties mutually desire to terminate the Contract, but they have not agreed how the Earnest Money Deposit described in the Contract ("Deposit") is to be disbursed. The Parties therefore desire to release each other from any further obligations under the Contract, and to surrender all rights they have under the Contract except with respect to any obligations and rights relating to the Deposit.

3. **Termination of Agreement.** The Parties agree that, except as provided in paragraph 5 below, the Contract is hereby terminated, and they hereby surrender all rights they have under the Contract and release each other from any further obligations thereunder except as provided in paragraph 5 below.

4. **Release from Liability.** The Parties hereby release and forever discharge each other and their respective successors in interest from any and all claims, demands, rights and causes of action of whatsoever kind and nature arising from the Contract except as specifically provided in paragraph 5 below.

5. **Deposit.** The Parties retain any and all rights they may have under the Contract with respect to the Deposit, and specifically do not release each other from further obligations under the Contract with respect to the Deposit. The Parties understand that in the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money Deposit held in escrow by a broker, the broker is required by state law to retain said Earnest Money Deposit in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker is holding the Earnest Money Deposit, the broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

6. **Effective Date.** This Termination of Contract and Release shall be effective on the date that it has been signed by all of the Parties.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Seller

Date

Seller

Date

Buyer

Date

Buyer

Date



RELEASE OF EARNEST MONEY DEPOSIT

[NOTE: The following may be used if, following the date that the Termination of Contract By Mutual Agreement Without Release of Earnest Money form has been signed, the parties reach an agreement on the manner in which the Earnest Money Deposit is to be disbursed.]

The undersigned parties (the "Parties") entered into a Termination of Contract By Mutual Agreement Without Release of Earnest Money (form 391-T) on _____ (insert date of the termination agreement) regarding a contract for the purchase and sale of the following real property: _____.

The parties have now agreed on the manner in which the Earnest Money Deposit ("Deposit") is to be disbursed and desire to release each other from any obligations and rights relating to the Deposit.

The Deposit is being held by _____ ("Escrow Agent").

Now, therefore, the parties agree as follows:

1. **Deposit.** The Parties agree that the Escrow Agent shall disburse the Deposit in the following manner:

_____.

2. **Release from Liability.** The Parties hereby release and forever discharge each other and their respective successors in interest from any and all claims, demands, rights and causes of action of whatsoever kind and nature relating to the Deposit.

3. **Effective Date.** This Release shall be effective on the date that it has been signed by all of the Parties.

Seller Date

Seller Date

Buyer Date

Buyer Date