

## Earnest Money Converted to a Non-Refundable Deposit Clause Addendum

The following is part of the Purchase and Sales Agreement dated \_\_\_\_\_, 20\_\_ between  
\_\_\_\_\_ ("Seller") and \_\_\_\_\_ ("Buyer") concerning:  
\_\_\_\_\_ ("the Property").

Buyer and Seller agree that a portion or all Earnest Money shall be released to Seller as follows:

- ☐ \$ \_\_\_\_\_ Upon [or within \_\_\_ days after] Mutual Acceptance.
- ☐ \$ \_\_\_\_\_ Upon [or within \_\_\_ days after] removal or expiration of Inspection Contingency.
- ☐ \$ \_\_\_\_\_ Upon [or within \_\_\_ days after] removal or expiration of Feasibility Contingency.
- ☐ \$ \_\_\_\_\_ Upon [or within \_\_\_ days after] removal or waiver of the Financing Contingency.
- ☐ \$ \_\_\_\_\_ Upon [or within \_\_\_ days after] removal, waiver or expiration of all Contingencies.
- ☐ \$ \_\_\_\_\_ Upon [or within \_\_\_ days after] \_\_\_\_\_.
- ☐ \$ \_\_\_\_\_ No later than \_\_\_\_\_.

Immediately upon release of Earnest Money, or any installment of it, released funds shall become the property of Seller and non-refundable deposit applicable toward Purchase Price (Unless specified to the contrary) and no longer Earnest Money. If this transaction fails to close for any reason other than default or breach of this Agreement by Seller, said non-refundable deposit shall remain the property of Seller. Nothing in this paragraph requires Firm or Closing Agent to release funds that have not become available for Buyer a liquid funds. (See Escrow/ Selling Firm Instructions) Nothing in this paragraph precludes Buyer from legal remedies for Seller's default or breach.

### **Escrow/ Selling Firm Instructions**

Buyer hereby instructs the firm holding the Earnest Money to release the funds per the terms of this Addendum no later than 3 days from receipt. If funds needing to be verified have not cleared, then the release of Earnest Money shall be within 2 days following verification of funds.

ALL OTHER TERMS AND CONDITIONS of said agreement remain unchanged.

Agent (Company): \_\_\_\_\_

By: \_\_\_\_\_

Initials: Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_