

# ESCROW LETTER OF INSTRUCTION

Escrow Agent Name:

Escrow Agent Address:

## Parties to the Escrow Agreement:

Buyer Name:

Buyer Address:

Seller Name:

Seller Address:

## Escrow Instructions:

The undersigned parties hereby deposit with the Escrow Agent the sum of \_\_\_\_\_ USD ("Escrow Funds") to be held in escrow pursuant to the terms and conditions set forth in this Escrow Letter of Instruction ("Escrow Agreement"). The Escrow Agent shall hold and disburse the Escrow Funds in accordance with the following terms:

### 1. Deposit and Receipt of Funds

Buyer shall deposit the Escrow Funds with the Escrow Agent by wire transfer, cashier's check, or other immediately available funds acceptable to the Escrow Agent. The Escrow Agent acknowledges receipt of such funds.

### 2. Purpose of Escrow

The Escrow Funds shall be held by the Escrow Agent as security for the performance of the obligations of the parties under the related agreement (the "Underlying Agreement"). The Escrow Agent shall not release the Escrow Funds except in accordance with the provisions of this Escrow Agreement.

### 3. Release of Funds

The Escrow Agent shall release the Escrow Funds only upon receipt of joint written instructions signed by both Buyer and Seller, or as otherwise provided herein.

### 4. Dispute Resolution

In the event of any dispute between Buyer and Seller regarding the release of the Escrow Funds, the Escrow Agent shall retain the Escrow Funds and may interplead the funds into a court of competent jurisdiction, or otherwise comply with applicable law. The Escrow Agent shall not be liable for any action taken in good faith in accordance with this Escrow Agreement.

### 5. Fees and Expenses

The Escrow Agent shall be entitled to reimbursement for all reasonable fees and expenses incurred in connection with the administration of the Escrow Agreement, payable from the Escrow Funds or as otherwise agreed by the parties.

### 6. Termination of Escrow

This Escrow Agreement shall terminate upon the release of all Escrow Funds and the fulfillment of all obligations hereunder.

### 7. Governing Law and Jurisdiction

This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles. The parties submit to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_, for the resolution of any disputes arising under this Escrow Agreement.

**8. Indemnification**

The parties agree to indemnify and hold harmless the Escrow Agent from any claims, losses, liabilities, damages, or expenses arising from the Escrow Agent's good faith performance of its duties under this Escrow Agreement.

**9. Miscellaneous**

This Escrow Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings. No amendment or waiver shall be effective unless in writing and signed by all parties. If any provision is held invalid, the remainder shall remain effective. This Escrow Agreement may be executed in counterparts.

**BUYER'S SIGNATURE**

**SELLER'S SIGNATURE**

**ESCROW AGENT SIGNATURE**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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