

TERMINATION OF CONTRACT AND RELEASE OF EARNEST MONEY

(This form is designed for use by a buyer and seller who wish to terminate a real estate sales contract and have agreed on how the earnest money deposit is to be disbursed. Form 391-T may be used in situations where the parties have not agreed on disbursement of the deposit).

Seller: _____

Mailing Address: _____

Buyer: _____

Mailing Address: _____

Seller and Buyer are referred to together 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 and release each other from any further obligations under the Contract, and to surrender all rights they have under the Contract, including any obligations and rights relating to the earnest money deposit described in the Contract ("Deposit").

3. **Termination of Agreement.** The Parties agree that 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.

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.

5. **Deposit.** The Parties agree that the Deposit shall be disbursed by the Escrow Agent in the following manner: _____

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

