



**NOTICE OF CANCELLATION OF PURCHASE AGREEMENT, CANCELLATION OF ESCROW AND RELEASE OF EARNEST MONEY DEPOSIT**

Pursuant to the Purchase Agreement ("Agreement"), dated \_\_\_\_\_ including all related documents, on property known as \_\_\_\_\_ between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller").

**CANCELLATION OF CONTRACT AND ESCROW (Select One)**

\_\_\_ Buyer \_\_\_ Seller \_\_\_ Both Buyer and Seller hereby cancel(s) the Agreement for the following reason:

- 1. \_\_\_ As permitted by the good faith exercise of paragraph(s) \_\_\_\_\_ of the Residential Purchase Agreement. **OR**
- 2. \_\_\_ Per mutual agreement. **OR**
- 3. \_\_\_ Other: \_\_\_\_\_

Buyer and Seller hereby cancel escrow # \_\_\_\_\_ with \_\_\_\_\_.

**BUYER(S) INITIALS:** \_\_\_\_\_ / \_\_\_\_\_ **SELLER(S) INITIALS:** \_\_\_\_\_ / \_\_\_\_\_

**RELEASE OF EARNEST MONEY DEPOSIT (Select One)**

- 1. \_\_\_ As permitted by the good faith exercise of paragraph(s) \_\_\_\_\_ of the Purchase Agreement, Seller authorizes release of Buyer's earnest money deposit to Buyer. **OR**
- 2. \_\_\_ As permitted by the good faith exercise of paragraph(s) \_\_\_\_\_ of the Purchase Agreement, Buyer authorizes release of Buyer's earnest money deposit to Seller. **OR**
- 3. \_\_\_ As permitted by the good faith exercise of paragraph(s) \_\_\_\_\_ of the Purchase Agreement, both Buyer and Seller acknowledge mutual cancellation of the Agreement and authorize Escrow Holder to continue to hold the earnest money deposit until receiving subsequent mutual instructions or a judicial decision. **OR**
- 4. \_\_\_ Other: \_\_\_\_\_

**BUYER(S) INITIALS:** \_\_\_\_\_ / \_\_\_\_\_ **SELLER(S) INITIALS:** \_\_\_\_\_ / \_\_\_\_\_

Unless otherwise specified, Buyer and Seller release each other from all obligations to buy, sell or exchange the Property pursuant to the Agreement. Buyer and Seller further release each other from all claims, demands and actions that Buyer and Seller may have against each other by reason of the Agreement. The parties intend that all rights and obligations arising from the Agreement are null and void.

Date: \_\_\_\_\_  
Buyer: \_\_\_\_\_  
Buyer: \_\_\_\_\_

Date: \_\_\_\_\_  
Seller: \_\_\_\_\_  
Seller: \_\_\_\_\_