

EARNEST MONEY & ENGAGEMENT OF SERVICES

THIS AGREEMENT, created and entered into on the last day signed below, by and between the undersigned Buyer and Seller and The Gurvey Law Group, PC (GLG) as Escrow Agent and Closing Attorney. WITNESSETH: Buyer and Seller have entered into a purchase and sale agreement (hereinafter "Contract") for the property located at

_____, herein referred to as "Property."

WHEREAS, Buyer and Seller wishes to deposit with GLG the Earnest Money designated in the Contract until such time as the transaction is consummated ... and enter into this Agreement to establish the rights of the parties to this transaction.

The parties hereto agree as follows:

1. Earnest Money has or will be delivered to GLG subject to the terms herein and this agreement amends terms of the Contract between the parties.
2. **THE PARTIES DESIRE GLG TO CONSUMATE THE TRANSACTION AND DIRECT GLG TO OPEN A FILE AND SEARCH TITLE.**
 - a. The parties understand that there are hard costs associated with preparing for closing and that these costs are to be paid regardless of whether or not the transaction is consummated.
 - b. **The minimum cost of ordering title and preparing for closing is \$300 and these costs may be paid in advance.**
 - c. If these aforementioned costs are not paid in advance, they will be charged at closing or deducted from the Earnest Money should the transaction not close. It is understood that fees may exceed Earnest Money held.
3. In the event that the Earnest Money is not provided, the Buyer shall be responsible for GLG ordering title.
4. This Agreement shall terminate when the entire Escrow Funds have been disbursed.
5. **DISBURSEMENT:** If the closing does not occur, the parties shall execute a written Termination and Release form directing GLG how to disburse the BALANCE OF any funds held. If the parties cannot agree, GLG shall make a determination and notify the parties by EMAIL of GLG's decision. The parties have 5 business days to respond if they do not agree with the decision. Upon receipt of any response, GLG may stand with the original decision and disburse. If a decision is changed, GLG shall notify the parties by EMAIL and give them another 5 business days to respond.
6. GLG shall not incur any liability to anyone for damages, losses, or expenses, except for gross negligence, willful default or breach of trust. GLG shall not incur liability for any action taken or omitted in good faith upon advice of its counsel.
7. Buyer and Seller agree to indemnify and hold harmless GLG against any and all losses, claims, damages, liability, and expenses, including reasonable costs of investigations and counsel fees and disbursements, which may be imposed or incurred by GLG in connection with its duties including any litigation arising from this Agreement.
8. This Agreement shall be deemed to be made in and interpreted and governed by the laws of the State of Georgia.
9. All communications provided hereunder shall be in writing by EMAIL to the email addresses below.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date last written:

BUYER/BORROWER	Date	email	phone #
SELLER	Date	email	phone #
		closings@gurveylaw.com	404-997-8569
The Gurvey Law Group, PC	Date	email	phone #