



Request for Escrow Services

Nexterra Law (“Escrow Agent”) has been requested to provide escrow services with regard to that amount of money involved in that transaction referenced in the attached Exhibit “A” (“Escrow Funds”). Escrow Agent has agreed to hold such funds upon the following terms and the signatory(ies) below have agreed to the terms set forth more particularly below.

1. Non-Representation. Escrow Agent is providing the escrow services set forth herein but is not acting as counsel by holding such escrow. Absent a separate, executed, engagement agreement, Escrow Agent should not be considered counsel to either party. Nothing contained herein is intended to prohibit Escrow Agent from undertaking to represent either party or any affiliated real estate broker pursuant to the terms of an engagement agreement and subject to the Rules Regulating the Florida Bar.

2. Release of Funds. Upon request of either party for the release of Escrow Funds, Escrow Agent may but is not required to, request the written direction (s) of all parties to the transaction prior to release of Escrow Funds in form acceptable to Escrow Agent in its sole discretion. In either event, the parties, in consideration of Escrow Agent’s agreement to hold Escrow Funds expressly indemnify, agree to defend, and hold Escrow Agent harmless from any and all manner of claim or cause of action related to the release of the funds to any party to the transaction. In no case shall any action of any kind lie against Escrow Agent related to the release of funds unless Escrow Agent released funds willfully and with malicious intent after receiving competing, written demands on Escrow Funds.

3. Interpleader and Expenses. The parties expressly understand that in the event of competing demands upon the Escrow Funds, Escrow Agent may undertake an interpleader action in a court of competent jurisdiction or such other filing which it may deem appropriate and the parties expressly agree that Escrow Agent may collect its fee from the Escrow Funds and as to any additional amount(s) due and owing, the parties shall be equally liable for any attorneys’ fees or costs of whatever kind or character related to the filing. Nothing contained herein is intended to modify any agreement between the parties as to the burden of attorneys’ fees in the event of a dispute and is instead only intended to benefit Escrow Agent by providing the joint liability for fees from both parties.

Buyer or Tenant
Date: _____

Seller or Landlord
Date: _____