

**DEPOSIT OF EARNEST MONEY WITH TITLE
INSURANCE COMPANY ADDENDUM TO
REAL ESTATE PURCHASE CONTRACT
ADDENDUM # _____**

THIS IS AN **ADDENDUM** **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____, including all prior addenda and counteroffers, between _____ as Buyer, and _____ as Seller, regarding the Property located at _____. The following terms are hereby incorporated as part of the REPC:

1. The REPC is amended as follows: Buyer and Seller agree that the Earnest Money Deposit, or Deposits, will be held with a Title Insurance Company instead of deposited in the Buyer's Brokerage Trust Account. The Title Insurance Company is _____ located at: _____ phone number _____ and email _____.

ATTENTION: Buyer and Seller are advised that the Title Insurance Company may require, through separate written instructions, that **BOTH** the Buyer and Seller mutually authorize disbursement of the Earnest Money Deposit, even if the REPC states that no additional written authorization is required, which may result in additional delays and costs for either party to receive the Earnest Money Deposits

Buyer and Seller acknowledge that the Utah Division of Real Estate has no authority over the Title Insurance Company's release or disbursement of the Earnest Money Deposit.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **Seller** **Buyer** shall have until _____ **AM** **PM** Mountain Time on _____ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: **Seller** **Buyer** hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: **Seller** **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. _____.

REJECTION: **Seller** **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

(Signature) (Date) (Time) (Signature) (Date) (Time)

**THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE JANUARY 1, 2018**