



**RELEASE OF AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE**

**RESIDENTIAL**  **OTHER** \_\_\_\_\_

This Release is entered into as of \_\_\_\_\_, \_\_\_\_\_ between the undersigned Buyer and Seller for that Contract covering the Property and becomes effective upon a Signee placing the final and required signatures and/or initials on this Release and Delivers Notice to cause this Release to be binding on all Signees:

Address \_\_\_\_\_ Unit # \_\_\_\_\_

City \_\_\_\_\_ State of South Carolina

Other \_\_\_\_\_ TMS \_\_\_\_\_

WITNESSETH: That each of the Signees hereto in consideration of each of the Signees releasing all of the other Signees from the Contract, do hereby release each of the other Parties, Brokers, and Escrow Agent to the Contract from any and all claims, losses, costs, damages, expenses, actions, demands whatsoever which each of the Parties and Brokers hereto may have up to this date against any of the other Parties or Brokers hereto by reason on the Contract.

It is the intention of this Release that any responsibility or obligations or rights by virtue of the Contract are by this Release declared null and void and of no further force or effect.

The Escrow Agent holding any Earnest Money or other deposits under the Contract terms is hereby directed and instructed forthwith to disburse said Earnest Money or other deposits in the following manner:

**PLEASE SELECT ONLY ONE OF THE FOLLOWING OPTIONS:**

**OPTION 1: \$ \_\_\_\_\_ TO BUYER; OR**

**OPTION 2: \$ \_\_\_\_\_ TO SELLER; OR**

**OPTION 3: \$ \_\_\_\_\_ TO BUYER AND \$ \_\_\_\_\_ TO SELLER; OR**

**OPTION 4: PARTIES AGREE TO TERMINATE THE CONTRACT BUT STILL DISPUTE THE RELEASE OF THE EARNEST MONEY. PARTIES REQUEST THAT ESCROW AGENT FILE THE APPROPRIATE ACTION WITH A COURT OF COMPETENT JURISDICTION TO RESOLVE THE DISPUTE. PARTIES MAY CONSULT WITH LEGAL COUNSEL ABOUT ALL LEGAL OPTIONS, CLAIMS, AND RISKS THEY MAY HAVE.**

This legally binding Release is executed voluntarily and based solely on Contract representations. Signees solely responsible for obtaining any legal counsel prior to signing and acknowledge they have had ample time for counsel.

**BUYER:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**SELLER:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**SELLER:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**SELLER:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**SELLER:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

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