

# MUTUAL AGREEMENT TO TERMINATE PURCHASE AND SALE AGREEMENT AND DISBURSE EARNEST MONEY ("MUTUAL AGREEMENT")



2022 Printing

**REFERENCE:**

That certain purchase and sale agreement ("Agreement") between Buyer and Seller with a Binding Agreement Date of \_\_\_\_\_ for property located at: \_\_\_\_\_, Georgia \_\_\_\_\_.

**Mutual Agreement to Terminate Agreement**

The undersigned Buyer and the undersigned Seller do hereby mutually agree to terminate the above-referenced purchase and sale agreement and hereby direct the Holder of the earnest money and any other funds held by the Holder under the Agreement to disburse the same as follows:

This Mutual Agreement shall only become effective upon (1) it being signed by Buyer and Seller with a fully executed copy of the same then being delivered to the Buyer, Seller and Holder (2) all amounts, if any, owing to the Buyer's Broker and the Seller's Broker below being paid in full; and (3) this Mutual Agreement being signed by the Brokers involved in the transaction. Upon the happening of these events, Buyer and Seller further agree to release each other and all real estate brokerage firms, brokers and their affiliated licensees involved in the transaction reflected by the above-referenced Agreement, each of whom shall be an express third party beneficiary to this Agreement, from any and all claims, causes of action, damages and suits arising out of or related to this Agreement. In consideration of the Broker(s) set forth below agreeing to release the Buyer and Seller from any claim to a real estate commission or other compensation arising out of the Agreement, Buyer and/or Seller do hereby agree to pay the Broker(s) identified below the following amounts simultaneously with the parties signing this Agreement:

**A. Buyer's Broker:**

1. Amount to be Paid by Seller to the Buyer's Broker under the Agreement:  
\$ \_\_\_\_\_
2. Amount to be Paid by Buyer to the Buyer's Broker under the Agreement:  
\$ \_\_\_\_\_

**B. Seller's Broker:**

1. Amount to be Paid by Seller to the Seller's Broker under the Agreement:  
\$ \_\_\_\_\_
2. Amount to be Paid by Buyer to the Seller's Broker under the Agreement:  
\$ \_\_\_\_\_

**C. Disbursement of Earnest Money.**

The parties direct the earnest money being held by Holder to be disbursed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nothing herein shall be deemed to release any party from either the terms of an existing Brokerage Engagement Agreement or from any obligation to pay a commission in any subsequent agreement for the purchase and sale of the Property.

**By signing this Mutual Agreement, Buyer and Seller acknowledge that they have each read and understood this Mutual Agreement and agree to its terms.**

1 Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

1 Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

2 Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

2 Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Broker's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Broker's Signature \_\_\_\_\_ Date \_\_\_\_\_

Additional Signature Page (F267) is attached.

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