Mutual Rescission and Release

Agreement date

Purchase and Sale Agreement date

Seller(s) - legal names / entity and signing capacity

Buyer(s) - legal names / entity and signing capacity

Property address, including town and state

1. Rescission. Buyer and Seller mutually agree to terminate and rescind the Purchase and Sale Agreement identified above, including its amendments and riders (the "Contract"), effective upon the last required party's signature below. Neither party has any further obligation to purchase, sell, or otherwise perform under the Contract.

2. Mutual release. To the fullest extent permitted by law, Buyer and Seller fully and finally release and discharge each other from all obligations, responsibilities, liabilities, claims, demands, damages, and causes of action, whether known or unknown, arising out of or relating to the Contract or the proposed purchase and sale. Neither party shall have any further responsibility or liability to the other concerning those matters, except for performance and enforcement of this Agreement, including the deposit distribution below.

Escrow holder / broker / attorney holding the deposit

Total deposit held ($)

Amount to be released to Buyer ($)

Amount to be released to Seller ($)

3. Deposit release. Buyer and Seller jointly authorize and direct the identified escrow holder to release the deposit in the amounts stated above. The two distribution amounts must equal the total deposit. This Agreement constitutes their joint written release instruction, subject to the escrow holder's applicable legal duties. Any change requires written agreement by Buyer and Seller.

This Agreement may be signed in counterparts. Each signatory represents that they have authority to bind the named party. No broker, attorney, or other third party is released.

Buyer and Seller agree to the rescission, mutual release, and deposit distribution above.

Buyer 1 signature: _____ Date: _____

Buyer 2 signature: _____ Date: _____

Seller 1 signature: _____ Date: _____

Seller 2 signature: _____ Date: _____