



# Escrow Agreement

**Rental Address:**  
31 Wade St., Brighton, MA 02135

**Tenant Name:**  
Stephanie Sample  
**Tenant Email:**  
ssample@gmail.com  
**Tenant Phone:**  
617-555-5555

**Lessor/Payee Name:**  
SampalRE LLC

**Lessor/Payee Address:**  
10 Sample St Boston, MA 02110

**Lease Start:** 2017-10-01  
**Lease End:** 2018-09-30  
**Monthly Rent:** 2,000  
**Term Rent:** 24,000  
**Term Rent Balance:** 20,000

**DISBURSEMENT SCHEDULE Disbursement**  
**Start Date:** 2017-11-01  
**Number of Disbursements:** 10

11/01/2017 2000  
12/01/2017 2000  
01/01/2018 2000  
02/01/2018 2000  
03/01/2018 2000  
04/01/2018 2000  
05/01/2018 2000  
06/01/2018 2000  
07/01/2018 2000  
08/01/2018 2000

**TOTAL: 20000**

**Escrow Administration Fee: \$1,000**

**TOTAL WITH FEE: \$21,000**

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## WITNESSETH:

WHEREAS, The Landlord and Tenant desire to enter into a lease agreement in regards to the above referenced property ("The Lease") and that The Landlord and Tenant (collectively "The Parties") desire to guarantee payment pursuant to the said lease by depositing the Term Rent Balance (total rent minus rent amounts paid at time of lease execution) with The Escrow Agent pursuant to the conditions and covenants of this Escrow Agreement.

WHEREAS, pursuant to The Lease, The Tenant is required to pay the monthly rent ("The Rent").

WHEREAS, in order to induce The Landlord to rent the said premises to The Tenant, The Tenant agrees to deposit with Escrow Agent the sum of The Term Rent Balance, which represents the above referenced Term Rent Balance. The said amount represents the full amount of rent to be paid by The Tenant to The Landlord for the above referenced lease term and is deposited with the Escrow Agent subject to the terms of this Escrow Agreement.

WHEREAS, Escrow Agent is willing to accept the Escrow Deposit and hold and disburse same in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the premises hereto, the covenants and agreements hereinafter made, and for One Dollar (\$1.00) paid by The Landlord and Tenant to the Escrow Agent, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The Tenant shall deposit into a non-interest bearing escrow account (the "Escrow Account") held by the Escrow Agent an amount equal to the full amount of the Term Rent Balance. (the "Escrow Deposit").

Tenant hereby agrees to deposit with Escrow Agent. Escrow Agent acknowledges receipt of the Escrow Deposit subject to actual deposit confirmation. It is acknowledged by The Parties that the Escrow Agent will hold the said Escrow Deposit in a non-interest bearing account, and that neither party shall be entitled to any interest from the said deposit.

Escrow Disbursements. Escrow Agent shall retain the Escrow Deposit in the Escrow Account, and shall cause the same to be paid in the manner described herein. Commencing on the Disbursement Date and continuing according to Disbursement Schedule thereafter during the Lease Term, for the specified number of consecutive months. The Tenant does hereby instruct the Escrow Agent to pay The Landlord the sum of the Term Rent Balance as rent pursuant to the said Lease from the Escrow Deposit without the need for confirmation by The Tenant.

Escrow Administration. The costs of administration of this Escrow Agreement is stated above and shall be paid by The Tenant to RentCertain LLC. The said payment shall be paid by allowing the Escrow Agent to deduct the said amount from the deposit or wire made by Tenant. Deposit Amount to be deposited/wired by Tenant should be equal to Term Rent Balance plus escrow administration fee. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, principals, successors and assigns and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. No modification, amendment or waiver of the terms hereof shall be valid or effective unless in writing and signed by all of the parties hereto. This Escrow Agreement may be executed in multiple counterpart originals, each of which shall be deemed to be and shall constitute an original. If there is any conflict between the terms of this Escrow Agreement and the terms of the Contract, the terms of this Escrow Agreement shall control. An investment fee will be charged and deducted from accrued interest.

In its capacity as Escrow Agent, Escrow Agent shall faithfully follow the instructions contained herein, and shall not be responsible for the validity or enforceability of any security interest of any party and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and reasonably believed by Escrow Agent to have been signed by the proper person.

Escrow Agent may assume that any person purporting to give any notice hereunder has been duly authorized to do so.

Disputes. If any dispute arises with respect to the disbursement of any funds on deposit or if circumstances arise that were not contemplated or described in the original escrow agreement, and Escrow Agent is unsure as to its duties as a result, Escrow Agent may continue to hold said funds until either in receipt of a joint order from the parties or a court order directing payment. In such instance, Escrow Agent may elect to commence an action in interpleader and in conjunction therewith remit the Escrow Deposit to a court of competent jurisdiction pending resolution of such dispute, and the parties hereto hereby indemnify and hold harmless Escrow Agent for any action taken by it in good faith in the

execution of its duties hereunder. The parties further agree that the cost of any such action shall be deducted from the Escrow Deposit prior to disbursement to the parties.

Notices. All notices, requests, consents and other communications hereunder shall be sent to each of the following parties and be in writing and shall either be: (i) delivered by email, facsimile transmission, or (ii) personally delivered, or (iii) sent by Federal Express or other overnight or same day courier service providing a return receipt, (and shall be effective when received) to the respective addresses stated above.

Counterparts. This Escrow Agreement may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories of the original or the same counterpart. Furthermore, the signatures from one counterpart may be attached to another to constitute a fully executed original. The Escrow Agreement may be executed by facsimile or digital signature.

No tenancy is created hereby.

**Tenant Signature:**

Stephanie Sample  
IP: 111.000.000.55  
10/1/2017 09:10:22

**Lessor Signature:**

Carl Smith  
IP: 333.222.111.22  
10/1/2017 09:02:11

**Escrow Agent Signature:**

Craig Jones, Attorney, RentCertain.com