

DEPOSIT AGREEMENT

Location: _____ Date: _____

Depositor Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Recipient Information:

Full Name/Entity: _____

Government ID / Tax ID No.: _____

Address: _____

Phone/Email: _____

Deposit Details:

Deposit Amount: _____ USD

Payment Method: _____

Deposit Received By: _____

Clause 1 – Deposit Purpose

The Depositor delivers the Deposit Amount to the Recipient as part of the consideration for the agreement referenced herein. This Deposit is made to secure the Depositor's obligations under the related agreement and to be applied as stipulated herein.

Clause 2 – Deposit Application

The Deposit will be applied to the total purchase price or other consideration due under the related agreement upon fulfillment of all conditions therein. Should the agreement not be consummated due to the Depositor's default, the Deposit may be retained by the Recipient as liquidated damages to the extent permitted by law.

Clause 3 – Refund Conditions

If the related transaction fails to close due to reasons other than the Depositor's breach, the Deposit shall be refunded in full to the Depositor within a reasonable time frame following the termination of such transaction.

Clause 4 – Forfeiture

The Depositor acknowledges that the Deposit may be forfeited in whole or in part if the Depositor fails to fulfill their obligations under the related agreement. The forfeiture amount shall be limited to the Deposit and shall not preclude the Recipient from seeking other remedies permitted by law.

Clause 5 – Security Interest

The Recipient acknowledges receipt of the Deposit but does not grant any security interest or lien on the Depositor's other assets unless otherwise expressly agreed in writing.

Clause 6 – No Waiver

Acceptance of the Deposit shall not be construed as a waiver of any rights or remedies of the Recipient against the Depositor for breach of the related agreement or any other agreements between the parties.

Clause 7 – Governing Law

This Deposit Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

Clause 8 – Entire Agreement

This Agreement constitutes the entire understanding between the parties relating to the subject matter herein and supersedes all prior or contemporaneous negotiations, representations, or agreements, whether written or oral.

Clause 9 – Amendment

No amendment or modification to this Agreement shall be effective unless in writing and signed by both parties.

Clause 10 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation, to the addresses provided above or such other addresses as may be designated by the parties.

Clause 11 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Clause 12 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from this Agreement without affecting the validity or enforceability of the remaining provisions.

Clause 13 – Waivers

No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such right or remedy.

Clause 14 – Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Clause 15 – No Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Clause 16 – Relationship of Parties

Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the parties.

Clause 17 – Headings

Headings used in this Agreement are for convenience only and shall not affect the interpretation of any provisions herein.

Clause 18 – Jurisdiction and Venue

Any legal action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in _____ County, _____, and the parties consent to personal jurisdiction and venue therein.

Clause 19 – Jury Trial Waiver

To the fullest extent permitted by law, each party hereby knowingly, voluntarily, and irrevocably waives any right to trial by jury in any action or proceeding arising out of or related to this Agreement.

Clause 20 – Execution

The parties have executed this Deposit Agreement as of the date and year first above written.

DEPOSITOR'S SIGNATURE

RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

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