



# CUSTOM ESCROW INSTRUCTIONS

ESCROW #: \_\_\_\_\_

**PARTIES:**

GUARDIAN CONTRACT SERVICES, INC.  
P.O. BOX 2316  
LAKE OSWEGO OR 97035  
(503)684-6556

(“Escrow”)

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

(“Principal No. 1”)

Phone #: \_\_\_\_\_

(“Principal No. 2”)

Phone #: \_\_\_\_\_

**INSTRUCTIONS AND AGREEMENT:**

1. Principal No. 1 deposits the following instruments, funds, or other documents:

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

2. Principal No. 2 deposits the following instruments, funds or other documents:

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

3. The Principals hereby instruct Escrow as follows:

3.1 Pending closing, Escrow shall hold the Funds in the amount of \$ \_\_\_\_\_ in its clients’ trust account or shall hold the Funds in an interest bearing account in accordance with paragraph 4 below. If the funds are held in the clients’ trust account, no interest shall accrue on such Funds.

3.2 The funds shall be disbursed upon the occurrence of the following conditions:

3.2.1 \_\_\_\_\_  
\_\_\_\_\_

3.2.2 \_\_\_\_\_  
\_\_\_\_\_

3.2.3 \_\_\_\_\_  
\_\_\_\_\_

3.2.4 \_\_\_\_\_  
\_\_\_\_\_

3.3 Prior to disbursement, Escrow shall provide closing statements to Principals, which statements shall be signed and returned to Escrow by the Principals. Escrow shall not disburse until the Principals have examined, signed and delivered, marked approved to Escrow the closing statements. If there are any prorates or interest calculations, which Escrow may be required to adjust prior to the closing, Escrow is hereby instructed to make such adjustments. After Closing, Escrow shall deliver final closing statements to the Principals. All such adjustments are hereby authorized and approved by the Principals.

3.4 Subject to adjustment, Escrow is instructed to prorate the following items as of \_\_\_\_\_ :

3.4.1 Escrow may use a 30-day calendar month.

3.5 All documents or instructions have been approved by the Principals, and Escrow is instructed to use them provided that all conditions in paragraph 3.2 are fulfilled to Escrow’s satisfaction.

4. If this paragraph is initiated by the Principals \_\_\_\_\_, the Escrow shall:
- 4.1 Deposit the Funds into an interest bearing trust account ("the Escrow Account") at \_\_\_\_\_ using taxpayer identification number (TIN) \_\_\_\_\_.
- 4.2 The Escrow Account shall be in the name of Escrow as trustee for \_\_\_\_\_.
- 4.3 Interest will accrue until the Escrow Account is closed.
- 4.4 At the time Escrow Account is closed, Escrow shall distribute the interest earned to the party whose TIN is used under paragraph 4.1.
- 4.5 The passbook shall be held by Escrow until Escrow Account is closed.
- 4.6 Escrow shall have no responsibility for the safekeeping of the funds. It being understood that the funds on deposit shall only have the protection of insurance usual to \_\_\_\_\_.

5. These Escrow Instructions are not intended to amend, modify or supersede the terms and conditions of any other agreements between the Principals. **Nevertheless, Escrow is to be concerned only with the provisions in these Instructions and shall only act in accordance with these Instructions.** All terms and provisions of any other agreements have been met to the satisfaction of the Principals, or will be complied with, outside of this escrow. Escrow may furnish any broker or lender identified with this transaction, or anyone acting on behalf of such lender, any information concerning this escrow upon request of the broker or the lender. Escrow may accept written instructions from the attorneys of Principals to this escrow.

6. If there is any personal property involved in this transaction between the Principals, the transfer of such items of personal property shall be conducted outside of this escrow. Escrow shall not be responsible for any such transfer.

7. Escrow shall not be responsible for any pro rates except those specifically provided for in paragraph 3.4.

8. Escrow is to assume no responsibility or liability for the calculation, the deduction, or any other act such as the withholding of funds and/or for the payment of taxes in order to comply with the Foreign Investment Real Property Tax Act as amended in 1984 (IRC § 1445 et seq.). The determination of whether such taxes are due and this payment or withholding, if due, shall be done by the Principals outside of this escrow. Escrow has advised the Principals to contact their own independent legal counsel or tax advisor regarding the applicability of Section 1445 to this transaction.

9. Should any dispute arise between Principals with regard to the property or funds covered by these Instructions, Escrow shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, deposit the money and documents referred to herein with the clerk of the court, or may continue to hold this escrow open pending the termination of the rights of the Principals. Escrow is relieved of all responsibility in the event of such dispute, except for the continued care and safekeeping of the funds and other documents pending a resolution of the dispute; provided such Funds and documents continue to be held by Escrow. It is further agreed that in the event that any action or claim is made against Escrow by either, or both, Principals to these Instructions, then the Principals shall be required to pay Escrow's costs, expenses and reasonable attorney fees in connection with such action.

10. These Instructions may be executed in counterpart, each of which shall be deemed an original regardless of its date of execution and delivery. All such counterparts together shall constitute one in the same Instructions.

**11. STATUTORY ESCROW NOTICE. IT IS UNDERSTOOD BY THE PRINCIPALS SIGNING THOSE INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.**

**PRINCIPAL NO. 1:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ESCROW:**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GUARDIAN CONTRACT SERVICES, INC.**

**PRINCIPAL NO. 2:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Its: \_\_\_\_\_