

DEPOSIT AGREEMENT AND RECEIPT FORM

Location: _____ Deposit Amount: _____ USD _____

Depositor Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Payee Information (Recipient of Deposit):

Full Name / Business Name: _____

Address: _____

Phone/Email: _____

Deposit Details:

Deposit Type: _____

Purpose of Deposit: _____

Payment Method: _____

Clause 1 – Receipt of Deposit

Payee hereby acknowledges receipt of the deposit described above (the “Deposit”) from Depositor. This Deposit shall be held in accordance with the terms and conditions set forth herein.

Clause 2 – Application of Deposit

The Deposit shall be applied towards the purchase price or as otherwise agreed in writing between the parties. If the transaction contemplated by the parties does not proceed, the disposition of the Deposit shall be governed by this Agreement.

Clause 3 – Conditions for Refund or Forfeiture

The Deposit shall be refundable to Depositor only if the conditions for such refund are met as detailed herein. Otherwise, the Deposit may be forfeited to Payee as liquidated damages or otherwise as permitted by law and this Agreement.

Clause 4 – Default

If Depositor defaults in the performance of any obligations under the underlying agreement for which this Deposit is made, Payee may retain the Deposit as liquidated damages, and may pursue any other remedies available under applicable law.

Clause 5 – Holding and Disbursement

Unless otherwise agreed, Payee shall hold the Deposit in a segregated account and shall disburse the Deposit only according to the terms set forth herein or upon mutual written instructions of both parties.

Clause 6 – No Waiver

No delay or failure by either party to exercise any right or remedy shall operate as a waiver thereof, nor shall any single

or partial exercise preclude any other or further exercise of any right or remedy.

Clause 7 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state or federal courts located in _____ County, _____.

Clause 8 – Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the Deposit and supersedes all prior and contemporaneous negotiations, representations, and agreements, whether written or oral.

Clause 9 – Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

Clause 10 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 11 – Notices

All notices required or permitted under this Agreement shall be in writing and deemed given when delivered personally, sent by certified mail, overnight courier, or electronic mail with confirmation, to the addresses set forth above or such other addresses as the parties may designate.

Clause 12 – Counterparts

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

Clause 13 – Acknowledgment

Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

Clause 14 – Authority

Each person signing this Agreement represents and warrants that they have full authority to enter into this Agreement on behalf of the party they represent.

Clause 15 – No Partnership or Agency

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

Clause 16 – Risk of Loss

Risk of loss or damage to the Deposit or its funds remains with Payee until disbursed in accordance with this Agreement.

Clause 17 – Record Keeping

Payee agrees to keep accurate records of the Deposit and any disbursements made therefrom.

Clause 18 – Dispute Resolution

Any disputes arising under or in connection with this Agreement shall be resolved in the courts referenced in the Governing Law clause.

Clause 19 – Binding Effect

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

Clause 20 – Execution Date

This Agreement is effective upon signature by both parties below.

DEPOSITOR'S SIGNATURE

PAYEE'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://form247-us.com/deposit-form/>

Did you find this template helpful?

Find more updated templates at:

<https://form247-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.