

**ESCROW AGREEMENT
DOCUMENTS/MONIES**

Date: _____

THIS AGREEMENT, entered into this _____, by and between _____, hereinafter referred to as "Seller or Owner as the case may be", and _____, hereinafter referred to as "Buyer or Renter" and PCS Holdings, LLC DBA PCS Title.

W I T N E S S E T H:

WHEREAS, Seller or Owner and Buyer or Renter have signed a Contract for Sale and Purchase or Rental of a certain Time Share Property known as:

Resort Name: _____

Unit Number _____ Week Number _____

And

WHEREAS, the parties desire to have PCS Holdings, LLC DBA PCS Title , Act as Escrow Agent for this transaction;

NOW, THEREFORE, it is hereby agreed as follows:

1. I hereby request PCS Holdings, LLC, retain in escrow \$ _____, for the following:

2. Said funds are to be held pending receipt, by PCS Holdings, LLC, of the following:

3. If this Escrow Agreement is for the rental of a time share, PCS Holdings, LLC will release said funds only upon the written instructions of both parties after the terms have been satisfied.

If the funds are being held for the purchase and sale of a time share, PCS Holdings, LLC DBA PCS Title shall release the escrow funds to the Seller upon receipt of written instruction from the Buyer along with a copy of the recorded deed.

If buyer exercises their right of cancellation, both buyer and seller agree to execute a cancellation acceptable to PCS Holdings, LLC that will detail who the funds are to be released to.

4. It is understood and agreed by the parties hereto that PCS Holdings, LLC DBA PCS Title has no responsibility for the interpretation of these escrow instructions, other than as set forth above. The above instructions may only be altered by duplicate written instructions and accepted by PCS Holdings, LLC DBA PCS Title.

5. It is expressly understood and agreed between the parties hereto that in the event of controversy involving and subject matter and/or disbursement of the escrowed money, PCS Holdings, LLC DBA PCS Title, is authorized to institute interpleader proceedings in the appropriate Court of record for judicial determination as to proper distribution of said funds. In such instance, all costs shall be borne by the escrowed funds and the contesting parties, including reasonable attorney's fees, at no expense to PCS Holdings, LLC DBA PCS Title.

PROVIDED, HOWEVER, that the prevailing party, as between Seller and Buyer, shall be entitled to recover all costs, together with reasonable attorney's fees incurred, in any interpleader, including without limitation, any Appellate court proceedings arising out of this Agreement.

6. In consideration for PCS Holdings, LLC DBA PCS Title agreeing to act as Escrow Agent in this matter, the Seller hereby agrees to pay an escrow fee of \$100.00, which amount if not paid, shall be deducted from the escrowed funds prior to disbursement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this _____
Day of _____, 20_____.

Seller / Owner

Buyer / Renter

Seller / Owner

Buyer / Renter

PCS Holdings, LLC DBA PCS Title hereby accepts this escrow and acknowledges receipt of the
above funds.

Authorized Signatory