**Agreement To Assign Contract For Sale And Purchase**

Subject Property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Agreement is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LLC (Assignor) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Collectively, Assignee) regarding purchase of above referenced subject property.

Whereas Assignor has entered into a Purchase and Sales Agreement with the Seller for the purchase of subject property, and whereas Assignor wishes to assign its rights, interest and obligations in the purchase and sales agreement, it is hereby agreed between assignor and assignee as follows:

1. Assignee shall pay Assignor an assignment fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Within three (3) days hereof, Assignee shall pay the deposit due under the Purchase and Sales Agreement in the amount of $\_\_\_\_\_\_\_\_\_\_\_, which amount will be held in escrow with Seller’s or Assignor’s attorney until closing of title. The deposit is only refundable if Seller cannot convey clear title subject to standard exceptions.
3. The Assignee shall pay an additional deposit on this Assignment Contract in the amount of $\_\_\_\_\_\_\_\_\_\_\_, which shall be credited against the total assignment fee due hereunder. This deposit is only refundable if Seller cannot convey clear title.
4. Assignee is purchasing above said property strictly AS IS / WHERE IS WITH ALL FAULTS AND WITH ALL PERSONAL PROPERTY LEFT BY SELLER. Assignee aggress to accept a Temporary or Conditional Certificate of Occupancy, or its equivalent, and shall be responsible for all repairs.
5. Assignee shall pay to Assignor the balance of the assignment fee upon the closing of title.
6. Assignee has had an opportunity to inspect the property and agrees to take title in its “As-Is” condition.
7. Assignee acknowledges receipt of legible copies of the original Contract in its entirety, including all addendums associated with this transaction. Assignee accepts all terms and conditions of the contract for sale and purchase between Assignor and Seller.
8. This assignment contract is non- assignable without the expressed written consent of the Assignor
9. No changes to the purchase contract can be made without written consent of the Assignor.
10. Assignor and affiliated associates make no warranty, expressed or implied, regarding inspection reports or other reports provided to assignee by assignor or third parties concerning this property.
11. Assignee acknowledges they are conducting a transaction dealing directly with Assignor for the purchase of subject property.
12. Neither Assignee nor Assignor is relying upon or being represented by a real estate brokerage in this transaction.
13. Assignor has already ordered title to the property. Assignee agrees to use Assignor’s title company to close the purchase transaction.

**AGREED AND ACCEPTED**

**Assignor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_**

**Assignee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_**