

# Agreement to Assign

## Contract for Sale and Purchase

This agreement is made between \_\_\_\_\_ (ASSIGNOR) and \_\_\_\_\_ (ASSIGNEE) regarding purchase of the referenced SUBJECT PROPERTY below.

**Subject Property:** \_\_\_\_\_ **Legal**

**Description:** \_\_\_\_\_

Whereas \_\_\_\_\_ (BUYER) has entered into a Purchase and Sales Agreement with \_\_\_\_\_ (SELLER) for the purchase of SUBJECT PROPERTY, and whereas BUYER wishes to assign its rights, interests and obligations in the Purchase and Sales Agreement, it is hereby agreed between ASSIGNOR and ASSIGNEE as follows:

**Buyer/Assignor hereby assigns all rights excluding all earnest money deposits to said contract for sale and purchase to \_\_\_\_\_ (Assignee) in exchange for compensation in the amount of \_\_\_\_\_ dollars (\$ ) to be paid at closing.**

1. Buyer/Assignor will collect a **Nonrefundable** deposit directed towards the assignment fee of (**20% or agreed** \$ \_\_\_\_\_) with the balance of \$ \_\_\_\_\_ due at closing.
2. ASSIGNEE accepts all terms and conditions of the contract for Sale and Purchase between BUYER and SELLER in its entirety.
3. ASSIGNEE acknowledges receipt of legible copies of the original Contract for Sale and Purchase in its entirety including all Addendum(s) associated with this transaction.
4. Additional terms and conditions of this Assignment are as follows:
  - A) This assignment contract is nonassignable without the express written consent of the ASSIGNOR. No changes to the Purchase Contract can be made without written Consent of BUYER.
  - B) **Disclosures and Acknowledgement: Seller sells property as is with no warranty of property conditions. Assignor makes no representation to buyer, or his agents, as to the condition of the subject property. ASSIGNEE acknowledges and agrees that he or she is purchasing the property on an "asis" basis and based on his or her own inspection, investigation, and evaluation thereof. ASSIGNEE is not relying upon any representations of ASSIGNOR, SELLER or SELLER'S agent(s) to investigate and report on the condition of the property.**
  - C) ASSIGNOR, SELLER do not warrant that the property meets any current City, County, State or Federal building codes, as well as the presence of any and all outstanding or pending violations against the property. ASSIGNEE assumes all responsibility to perform any inspection, investigation, and evaluation thereof, prior to the signing of this Agreement.

### AGREED AND ACCEPTED

\_\_\_\_\_  
Assignee Date Assignor Date \_\_\_\_\_

Print Name Print Name