

# Agreement to Assign Contract for Sale and Purchase

Subject Property:

Legal Description:

This agreement is made between \_\_\_\_\_ (Assignor) and \_\_\_\_\_ (Assignee) regarding purchase of the above referenced SUBJECT PROPERTY.

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:

1. Assignee shall pay Assignor an Assignment Fee in the amount of \$ \_\_\_\_\_ US Dollars at closing. This Assignment Fee is included in the price quoted to Buyer. With Assignment Fee included, the Sales price is not to exceed \$ \_\_\_\_\_ plus all of Buyer's and Seller's standard closing costs.
2. A deposit of \$ \_\_\_\_\_ is hereby accepted by Assignor. This deposit is non-refundable unless otherwise agreed upon (see section 6). This deposit will be credited towards to the total purchase price and reflected on the Settlement/Closing Statement at closing. Closing will take place on or before \_\_\_\_\_
3. Assignee's inspection period shall expire upon execution of this Assignment unless otherwise agreed upon by both parties (see section 6 below). Assignee accepts all terms and conditions of the contract for Sale and Purchase between Buyer and Seller in its entirety.
4. 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.
5. Additional terms and conditions of this Assignment are as follows:
  - a) This assignment contract is non-assignable without the express written consent of the Assignor. No changes to the Purchase Contract can be made without written Consent of Buyer/Assignor.
  - b) Disclosures and Acknowledgment:
    - i) 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.
    - ii) Assignee acknowledges they are conducting a transaction dealing directly with Assignor for the purchase of SUBJECT PROPERTY. Assignee is not relying upon or being represented by a REAL ESTATE BROKERAGE in this transaction.

Special Provisions:

## AGREED AND ACCEPTED

**Assignee:**

**Assignor:**

Assignee Signature: \_\_\_\_\_

Assignor Signature: \_\_\_\_\_

Address:

Address:

Phone:

Phone:

Email:

Email: