

**Assignment of Purchase Contract of Real Property  
("Assignment Agreement")**

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

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

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

Whereas the Assignor has a contract to purchase the Property dated \_\_\_\_\_ ("Contract"), Assignor and Assignee hereby agree to the following:

1. Assignment: In consideration of an Assignment Fee paid by Assignee to Assignor, Assignor assigns the Contract to Assignee. Assignee acknowledges they have read and understand the Contract.
2. Assignment Fee: The Assignment Fee is \$\_\_\_\_\_. The Assignment Fee shall be paid in certified funds to Assignor at closing.
3. Closing Costs: Time is of the essence and Assignee shall pursue the financing and closing of the Property in a timely manner and as specified in the Contract. Assignee shall pay all Buyer costs as cited in the Contract.
4. Earnest Money: Any earnest money deposited by Assignor shall be reimbursed to Assignor by Assignee, in certified funds, upon execution of this Assignment Agreement. Assignee agrees to deposit earnest money within the timeline and provisions of the Contract or this Assignment Agreement becomes null and void.
5. Due Diligence: Assignee agrees to reimburse Assignor for due diligence costs incurred by Assignor in the performance of the Contract. Such agreed costs are \_\_\_\_\_ and shall be paid in certified funds to Assignor by Assignee upon execution of this Assignment Agreement. Assignee shall receive copies of the work product of all due diligence.
6. If Assignee does not close by the closing date specified in the Contract, Assignee shall release all claims to the Property and the contract back to Assignor. Assignee shall be entitled to receive any refundable earnest money from escrow, as specified by the Contract. In the event of any earnest money refund dispute, Assignee shall make no claim against Assignor.
7. Assignee acknowledges that Assignor has no knowledge of the actual performance or condition of the Property. Assignor makes no claims as to the performance or condition of the Property. Assignee is strongly encouraged to conduct their own due diligence and Assignee releases Assignor from any claims as to the performance or condition of the Property.

Initials \_\_\_\_\_

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8. This Agreement represents the complete agreement between Assignor and Assignee. No verbal amendments are valid and any amendments to this Agreement must be in writing.
9. Proof of Funds – Assignee agrees to provide Assignor proof of funds equal to the cash requirements of the Contract and in a form acceptable to Assignor.

Effective Date: \_\_\_\_\_

Assignor

Assignee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

1345 Campbell Rd, Ste 200  
Houston, TX 77055  
713-476-0102  
[ClientCare@fcgllc.com](mailto:ClientCare@fcgllc.com)

\_\_\_\_\_  
Street

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, Zip

Initials \_\_\_\_\_

**Consult with Your Attorney**

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Optional Special Provisions (that can be negotiated in):

10. Assignor shall pay the Assignment Fee upon the following milestones:

- a. 2 weeks from Effective Date: 5%
- b. 4 weeks from Effective Date: 10%
- c. 8 weeks from Effective Date: 20%
- d. Closing: 65%

Initials \_\_\_\_\_