**Assignment and Assumption of Lease Agreement**

**and Landlord’s Consent**

This Assignment and Assumption of Lease Agreement and Landlord’s Consent (the “Agreement”), is made as of this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, between, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, maintaining an office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, referred to as the “Landlord-Assignor,”

-and-

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, maintaining an office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, referred to as the “Assignee.”

**Background**

1. The Landlord-Assignor and Tenant, entered into a written lease agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (the “Lease”), covering the premises located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as such premises are more particularly described in the Lease (the “Demised Premises”).
2. A true and complete copy of the Lease is annexed to and made a part of this Agreement as Schedule A.
3. The landlord-Assignor wishes to assign the Lease to the Assignee and the Assignee desires to assume the Lease from the Landlord-Assignor.
4. The Landlord-Assignor is willing to consent to the assignment and assumption of the Lease, but only upon the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the premises and the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. Background. The Background section of this Agreement is incorporated herein by reference as if set forth at length.
2. Defined Terms. For purposes of this Agreement, the terms used in this Agreement as defined terms which are not herein defined shall have the meaning ascribed to such terms in the Lease.
3. Assignment. The Landlord-Assignor assigns, transfers and sets over unto the Assignee all of the Landlord-Assignor’s right, title and interest in and to the Lease, including, without limitation, any and all of the Landlord-Assignor’s right, title and interest in and to the Security Deposit referenced in Section \_\_\_\_\_\_\_ of the Lease and the Landlord-Assignor releases any and all claims to the Security Deposit. The Security Deposit shall be maintained pursuant to the provisions of the Lease.
4. Assumption. The Assignee assumes the obligation of the Landlord-Assignor for the full and performance of all of the terms, conditions and covenants of the Lease on the Landlord-Assignor's part as landlord thereunder, including, but not limited to, maintaining a habitable residence under the Lease.
5. Consent to Assignment. Subject to the terms, covenants and conditions of this Agreement, the Landlord-Assignor consents to the assignment by them to the Assignee of all of the Landlord-Assignor’s right, title and interest in and to the Lease. The Landlord-Assignor’s consent may not be assigned.
6. Condition of Premises. No representations or warranties have been made by the Landlord-Assignor to the Assignee regarding the condition of the Demised Premises. The Assignee represents, warrants and acknowledges that the Assignee is not relying upon any representation or warranty by the Landlord-Assignee in entering into this Agreement.
7. Lease in Full Force. Except as expressly provided in this Agreement, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and nothing in this Agreement shall be deemed to: (a) modify, waive or affect any of the terms, conditions or covenants of the Lease; (b) waive any breach of the Lease; (c) waive any of the Landlord's rights against any one liable for performance under the Lease; or (d) enlarge Landlord's obligations under the Lease.
8. No Defaults or Claims. The Landlord-Assignor and the Assignee hereby certify and agree that: (a) the Landlord-Assignor is not in default under any of the terms of the Lease; (b) all obligations and conditions under the Lease to be performed to date by the Landlord-Assignor have been satisfied; and (c) no event has occurred which with the passage of time or the giving of notice, or both, would constitute an event of default by the Landlord-Assignor under the Lease. The Landlord-Assignee hereby certifies, without the benefit of any inspection or investigation, and reserves any rights with respect to any default that would be revealed by such an inspection or investigation, that to its actual knowledge as of the date executed by Landlord-Assignor below: (a) the Landlord-Assignor, as landlord, is not in default under any of the terms of the Lease; (b) all obligations and conditions under the Lease to be performed to date by the Landlord-Assignor, as landlord, have been satisfied; and (c) no event has occurred which with the passage of time or the giving of notice, or both, would constitute an event of default by the Landlord-Assignor, as landlord, under the Lease.
9. Limitation of Consent of Landlord-Assignee. The Landlord-Assignee's consent to the assignment shall not be deemed to be a consent to any other assignment of the Lease or any subletting of all or part of the Premises.
10. Indemnification. The Assignee shall indemnify, defend and save the Landlord-Assignee harmless from and against any and all claims, suits, or damages (including, without limitation, reasonable attorney's fees) which may be asserted against the Landlord-Assignee for any and all liabilities arising out of this lease agreement including, but not limited to, brokerage commissions and/or similar commissions or fees in connection with this Agreement or otherwise in connection with the assignment.
11. Governing Law. This Agreement shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties acknowledge that this Agreement has been executed and delivered, and is intended to be performed in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the parties submit to the jurisdiction of the courts of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
12. Entire Agreement. This Agreement and the Lease constitute the entire agreement between the parties. No change, addition or modification to this Agreement shall be effective unless signed in writing by the parties.
13. Miscellaneous. In all references in this Agreement to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Agreement may require.
14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, personal or legal representatives, successors and permitted assigns, as the case may be.
15. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.
16. Authority. The parties signing this Agreement individually represent and warrant that they have the authority to sign this Agreement on behalf of the party for whom they are executing this Agreement and to bind such party to this Agreement.

Signed and sealed by the parties.

**Landlord-Assignor**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Assignee**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Schedule A**