

# 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 (\$ \_\_\_\_\_).**

1. Buyer/Assignor will collected a **Non-refundable** 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 non-assignable 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 "as-is" 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