

## Agreement to Assign Contract for Sale and Purchase

Subject Property: Property Address

This agreement is made between Wholesaler (ASSIGNOR) and Buyer's Name (ASSIGNEE) regarding purchase of above referenced SUBJECT PROPERTY.

Whereas Wholesaler's name has entered into a Purchase and Sales Agreement with Seller's Name (SELLERS) for the purchase of Property Address 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 of \$00,000
2. ASSIGNEE is to put down a NON REFUNDABLE earnest money deposit with Name of Title Company in the amount of \$0,000
3. ASSIGNEE is to make a down payment in the amount of \$0.00 with ASSIGNOR made payable to N/A

This deposit shall be credited toward the total assignment fee and is NON REFUNDABLE with the only exception of good and marketable title not being available to ASSIGNEE.
4. Name of Title Company will handle closing.
5. Closing is to take place on or before September 00th, 2022
6. ASSIGNEE accepts all terms and conditions of the contract for Sale and Purchase between BUYER and SELLER in its entirety.
7. ASSIGNEE acknowledges receipt of legible copies of the original Contract for Sale and Purchase in its entirety including all Addendums associated with this transaction.
8. Additional terms and conditions of this Assignment are as follows:

**This assignment contract is non-assignable without the express written consent of the ASSIGNOR.**

Buyer is to pay all fees and closing costs associated with the sale of the "subject property"

No changes to the Purchase Contract can be made without written consent of Wholesaler's name.

9. Disclosures and Acknowledgement:
  - a. 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. ASSIGNEE is advised to independently verify the accuracy of all information contained in reports regarding this property.
  - b. 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.

**AGREED AND ACCEPTED**

**ASSIGNOR**

Name (print): \_\_\_\_\_ Dated: \_\_\_\_\_

Name (signature): \_\_\_\_\_

**ASSIGNEE**

Name (print): \_\_\_\_\_ Dated: \_\_\_\_\_

Name (signature): \_\_\_\_\_

Address: \_\_\_\_\_