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ASSIGNMENT AGREEMENT

Entered into by and between _____ (“Assignor”), located at _____ and _____ (“Assignee”), an _____ corporation, located at _____.

WHEREAS, Assignor desires to assign its rights and obligations under:

[Describe Vendor’s Purchase Contract here]

(the “Agreement”) between Assignor and _____ (“Vendor”); and

WHEREAS, Assignee desires to assume Assignor’s rights and obligations under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby assumes, all rights and obligations of Assignor under the Agreement, including, without limitation, Assignor’s payment obligations for the Equipment (“Equipment”) set forth in the Agreement attached hereto and made a part hereof. Said assignment shall be effective as of the ____ day of _____.

2. Nothing herein shall relieve Assignor of its payment obligations to vendor which have accrued of which shall accrue prior to the effective date.

3. No amendment, modification or waiver of any provisions of this Assignment Agreement shall be effective unless in writing and signed by the parties hereto and accepted by Vendor.

4. Notwithstanding anything to the contrary contained herein, Assignee shall have no obligation to pay for the Equipment unless the Equipment is accepted by Assignor under Schedule No. ____ dated _____ to a Master Lease Agreement dated _____ between _____, as Lessor, and Assignor, as lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement, in three counterparts, each of which shall be deemed an original, this ____ day of _____.

(Assignor)

(Assignee)

By: _____ By: _____
Title: _____ Title: _____

ACCEPTED:

(Vendor)

By: _____ Date of Acceptance: _____

Title: _____

LAWYERS' MENTOR