

# **SAMPLE REAL ESTATE CONTRACT ASSIGNMENT**

**I. THE PARTIES.** This Real Estate Purchase Contract Assignment Agreement ("Agreement") is made on **September 1, 2021**, ("Effective Date") by and between:

Assignor: **Jon Anderson**, ("Assignor") with a mailing address **123 Mountain River Drive, Bayfield, Colorado 81122**, hereby transfer and assign to:

Assignee: **Bob Harris of ABC Real Estate Company Inc.** ("Assignee") with a mailing address of **500 High Street, Denver, Colorado, 80210**, that agrees to assume all rights and interest in a purchase contract between the Assignor and:

Seller: **Andrew Smith** ("Seller") with a mailing address of **1040 S Colorado Blvd, Denver, Colorado 80246** for a purchase contract dated on **August 15, 2021** ("Assignment").

The above-referenced Assignor and Assignee may each be referred to as a "Party" and collectively referred to herein as the "Parties."

**II. THE PROPERTY.** The Assignment is regarding real property located at the following street address: **1111 S Colorado Blvd, Denver, Colorado 80246**.

Additional Description: **A Walgreens Pharmacy located on the Southwest corner of S Colorado Blvd and E Mississippi Ave.**

**III. TRANSFER.** The Parties agree that the Assignor is transferring the Assignment to the Assignee for the following:

☒ - **Fixed Payment** of **\$100,000.00** ("Payment Amount"). The Assignment is to be transferred in exchange for the Assignee paying the Assignor the Payment Amount within \_\_\_\_ days of the Effective Date.

☐ - **No Payment**. The Assignor is transferring the Assignment for no payment or compensation. The Assignee's consideration shall be recognized as the undertaking of any liabilities or obligations in the Assignment.

☐ - **Gift**. The Assignor is granting the Assignment as a gift to the Assignee.

☐ - **Other**. \_\_\_\_\_.

**IV. SELLER APPROVAL.** For this Agreement to be in effect: (check one)

☐ - It is **REQUIRED** for the Seller to approve this Agreement within \_\_\_\_ days of the Effective Date. If the Seller does not approve this Agreement or fails to sign, this Agreement, then this Agreement shall be considered void.

☒ - It is **NOT REQUIRED** for the Seller to approve this Agreement. Upon the execution by both Parties, this Agreement shall be in full force and effect.

**V. ASSUMPTION.** The Assignee acknowledges and agrees to assume the transfer and ownership of all liabilities, obligations, and claims that currently exist or may in the future regarding the Assignment. As of the Effective Date, the Assignee agrees to comply with all terms, make all payments, and perform all the conditions, covenants, and any other duties as part of the Assignment.

**VI. PARTIES' REPRESENTATIONS.** The Assignee acknowledges that they have a full understanding of the Assignment and the terms of this Agreement. The Assignor further warrants that they own the rights transferred in the Assignment and understand the terms of this Agreement. Both Parties agree to provide and complete any obligations under this Agreement or the Assignment.

**VII. SEVERABILITY.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**VIII. GOVERNING LAW.** This Agreement shall be governed under the laws located in the State of **Colorado**.

**IX. WAIVER.** The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**X. ADDITIONAL TERMS.** **N/A**

**XI. ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties.

Assignor Signature: Jon Anderson Date: **09/05/21**

Print Name: **Jon Anderson**

Assignee Signature: Bob Harris Date: **09/06/21**

Print Name: **Bob Harris of ABC Company LLC**