

WHOLESALE ASSIGNMENT CONTRACT

Location: _____ Date: _____

Assignor Information:

Full Name / Entity: _____

Federal Tax ID / SSN: _____

Address: _____

Phone/Email: _____

Assignee Information:

Full Name / Entity: _____

Federal Tax ID / SSN: _____

Address: _____

Phone/Email: _____

Contract Information:

Original Contract Name / Reference: _____

Original Contract Date: _____

Contract Number / Identifier: _____

Assignment Terms:

Assignment Amount: _____ USD

Payment Terms: _____

Representations and Warranties of Assignor:

- Assignor is the lawful owner of the interest being assigned and has full authority to execute this Agreement.
- The original contract referenced herein is valid, enforceable, and free of liens or encumbrances except as disclosed in writing.
- Assignor has not previously assigned, sold, or encumbered the interest assigned herein.
- All information provided to Assignee regarding the original contract is true, accurate, and complete to the best of Assignor's knowledge.
- Assignor will cooperate fully in the transfer and enforcement of rights assigned to Assignee.

Assignee's Acknowledgments and Covenants:

- Assignee accepts the assignment subject to the terms of the original contract and this Agreement.
- Assignee assumes all risks and obligations related to the assigned interest from the Effective Date.
- Assignee will indemnify and hold Assignor harmless from any claims or liabilities arising after assignment.
- Assignee agrees to execute any further documents necessary to effectuate the assignment.
- Assignee acknowledges the absence of warranties beyond those expressly stated herein.

Miscellaneous:

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties submit to the exclusive jurisdiction of the state and federal courts located in _____ County, _____.

Entire Agreement:

This Agreement, including any exhibits or attachments, constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

Amendment:

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

Severability:

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

Waiver:

No waiver of any breach shall be deemed a waiver of any subsequent breach.

Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument.

Notices:

All notices under this Agreement shall be in writing and deemed properly given if delivered personally, by certified mail, recognized overnight courier, or electronic means confirmed by receipt.

No Third-Party Beneficiaries:

This Agreement is for the sole benefit of the parties and their permitted successors and assigns and creates no rights for any other person.

Assignment:

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that Assignee may assign to an affiliate or successor entity.

Execution and Delivery:

Each party represents that it has full power and authority to enter into this Agreement and that the individuals signing have been duly authorized.

ASSIGNOR'S SIGNATURE

ASSIGNEE'S SIGNATURE

Signature: _____

Signature: _____

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