

WHOLESALE REAL ESTATE ASSIGNMENT CONTRACT

Location: _____ Date: _____

Assignor (Seller) Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Assignee (Buyer) Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Property Information:

Property Address: _____

Legal Description: _____

Parcel Number / Tax ID: _____

Assignment Terms and Consideration:

Assignment Price: _____ USD

Payment Terms: _____

Clause 1 – Assignment of Contract

Assignor hereby assigns, transfers, and conveys to Assignee all rights, title, and interest in and to that certain Purchase and Sale Agreement (the “Contract”) dated by and between Assignor and the Seller of the Property, including all deposits and rights thereunder, subject to the terms and conditions herein.

Clause 2 – Representations and Warranties of Assignor

Assignor represents and warrants that: (a) Assignor holds a valid and enforceable Contract with the Seller for the Property; (b) Assignor has not previously assigned or transferred the Contract; (c) the Contract is in full force and effect and free of liens, claims, or encumbrances; (d) Assignor has disclosed all material information regarding the Contract to Assignee.

Clause 3 – Representations and Warranties of Assignee

Assignee represents and warrants that Assignee has the legal capacity to enter into this Agreement and perform all obligations hereunder, and has conducted all due diligence deemed necessary prior to executing this Agreement.

Clause 4 – Consideration and Payment

Assignee agrees to pay Assignor the Assignment Price as consideration for this Assignment Contract, pursuant to the Payment Terms stated above. The Assignment Price is due and payable upon execution of this Agreement or as otherwise agreed in writing.

Clause 5 – Closing and Performance

Assignee shall assume all rights and obligations of Assignor under the Contract and shall close on the acquisition of the Property in accordance with the terms of the Contract. Assignor agrees to cooperate fully to facilitate performance and closing.

Clause 6 – Deposit and Earnest Money

Any deposits or earnest money paid by Assignor under the Contract shall be credited toward the Assignment Price or transferred directly to Assignee at Closing, unless otherwise agreed in writing.

Clause 7 – Default

If Assignee fails to perform any obligation under this Agreement or the Contract, Assignor may retain any deposits as liquidated damages. If Assignor defaults, Assignee may seek specific performance, damages, or terminate this Agreement and receive a refund of deposits.

Clause 8 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, damages, liabilities, costs, and expenses arising out of any breach of this Agreement or misrepresentations.

Clause 9 – No Third-Party Beneficiaries

This Agreement is solely for the benefit of Assignor and Assignee and does not create any rights or remedies in any third parties.

Clause 10 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. The parties consent to the jurisdiction and venue of the courts located in _____ County, _____ for any disputes arising hereunder.

Clause 11 – Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements relating to the subject matter hereof. Any amendments or modifications must be in writing and signed by both parties.

Clause 12 – Severability

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

Clause 13 – Notices

All notices shall be in writing and delivered personally, by certified mail, overnight courier, or electronic means with confirmation, to the addresses provided by the parties.

Clause 14 – Confidentiality

The terms and existence of this Agreement shall remain confidential and shall not be disclosed except as required by law or with prior written consent of both parties.

Clause 15 – Assignment of Agreement

Neither party may assign their rights or delegate their duties under this Agreement without the prior written consent of the other party.

Clause 16 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed by

electronic signature, which shall be binding and enforceable.

Clause 17 – Further Assurances

Each party agrees to execute such further documents and take such further actions as may be reasonably necessary to carry out the intent of this Agreement.

Clause 18 – No Waiver

No failure or delay by either party in exercising any right shall operate as a waiver of such right or any other rights under this Agreement.

Clause 19 – Relationship of Parties

The parties are independent contractors and nothing herein shall be construed to create a partnership, joint venture, or agency relationship.

Clause 20 – Legal Compliance

Each party agrees to comply with all applicable federal, state, and local laws, rules, and regulations in connection with the performance of this Agreement.

ASSIGNOR'S SIGNATURE

ASSIGNEE'S SIGNATURE

Signature: _____

Signature: _____

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