**AGREEMENT FOR ASSIGNMENT OF CONTRACT**

THIS AGREEMENT FOR ASSIGNMENT OF CONTRACT ("Agreement") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "Assignor"),

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as “Assignee”)

**PREAMBLE**

 WHEREAS, Assignor, as "buyer", entered into that certain Deposit Receipt and Contract for Sale and Purchase (the "contract") with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as "Seller", a copy of which is attached hereto as Exhibit "A", for the property located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the "Property"): and

 WHEREAS, Assignee desires to purchase the property for a total purchase price of \_\_\_\_\_\_\_\_ plus the assignment fee (the "Purchase Price") in accordance with the terms and conditions of the Contract.

 WHEREAS, Assignor desires to assign all of its rights, title and interest under the Contract to Assignee as hereinafter set forth.

 NOW, THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The above recitals are true and correct, including the recital of consideration.

2. Upon the execution of this Agreement by Assignee and Assignor, Assignee shall tender to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title company) the amount of $ \_\_\_\_\_\_\_\_\_\_\_\_ "Deposit", which shall be considered an earnest money deposit (the "Deposit") hereunder toward the assignment fee.

The assignment fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, "Assignment Fee", to be paid by assignee to Assignor as consideration for the assignment of the Contract set forth herein. At the closing of the Property pursuant to the Contract (the "Closing"), the original deposit paid by Assignor under the terms of the Contract shall be reimbursed by Assignee to Assignor. If Assignee fails to close as provided herein and under the Contract, Assignor shall have the right, in its sole discretion, to terminate this Agreement and to retain the Deposit as agreed upon liquidated damages hereunder, whereupon the parties shall have no further obligations hereunder.

3. Upon payment by Assignee at Closing of the Purchase of the Purchase Price and the Assignment Fee, as well as the reimbursement of the original deposit to Assignor, Assignor shall deliver to Assignee or Assignee’s agent an absolute assignment of the Contract (including all rights and benefits of the Buyer thereunder). The Assignee may not assign this agreement.

4. Notwithstanding any language contained in the Contract to the contrary, the closing date under the Contract shall be held on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Assignee hereby acknowledges and agrees that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall act as settlement/title agent for the transaction contemplated by the Contract.

6. Assignee hereby acknowledges that Assignor is not in physical possession of the Property, has made no inspections thereof, and cannot warrant the physical condition or any other matter regarding the Property, including, but not limited to, the merchantability or marketability of the Property or its use for any particular purpose. In this regard the assignment to be made hereunder is without recourse to Assignor, and as between Assignor and Assignee, the sale of the Property is “AS IS” and possibly contrary to the original contract, the Assignee has completed their inspections and there is no inspection period once the Assignment is signed by both the Assignee and the Assignor.

7. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto, and this Agreement shall be construed in accordance with the laws of the State of Florida. As to all matters hereunder, time is of the essence.

1. If the assignees funds are not received by wire by the escrow agent within 24 hours of execution of this assignment agreement, assignor has the right to cancel the assignment agreement at his or her discretion.

 IN WITNESS WHEREOF, the parties have executed this Agreement as of this day and year first above written.

ASSIGNOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

ASSIGNEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date