**AGREEMENT TO ASSIGN REAL ESTATE**

**PROPERTY ADDRESS:** [insert property address]

**DATE:** [insert date]

Escrow agent is hereby instructed and directed that the Assignee in the above referenced escrow is/are [insert name of Assignee], and you are hereby instructed to treat said Assignee in all respects as though they were the original Buyer to said escrow.

**PURCHASE PRICE AND ASSIGNMENT FEE:** Assignee understands he will pay [insert purchase price] for the property located at [insert property address] (the ‘Property’). This price does not include an assignment fee of [insert assignment fee] to be paid to [insert name of Assignor]. This assignment fee will be paid through escrow by the Assignee.

**ESCROW AND EARNEST MONEY:** Assignee will deposit [insert earnest money amount] as non-refundable earnest money, in the form of a cashier’s check or wire, to be delivered to [insert name of escrow company] (the ‘Escrow Agent’) by [insert time] on [insert date]. The Assignor will use the funds from the earnest money deposited by Assignee as the earnest money deposit to the first and original purchase contract and/or predecessor assignment of contract. This Agreement does not transfer any earnest monies that the Assignor may have on deposit. Any earnest funds that the Assignor deposited with [insert name of escrow company] will be credited back to the Assignor upon receipt of Assignee’s earnest funds.

**CANCELLATION:** If Assignee fails to execute and return this Agreement to the Assignor by [insert time] on [insert date] then this Agreement shall become VOID. If Assignee fails to deposit earnest funds to Escrow Agent by [insert time] on [insert date] then this Agreement shall become VOID with the Assignee having no further rights or interest in the contract.

**CLOSE OF ESCROW:** Assignee agrees to close escrow on or before [insert date]. If the closing does not occur before [insert time] on [insert date] then this Agreement is considered null and void and all rights transfer back to the Assignor and Assignee forfeits their non-refundable earnest deposit.

The undersigned Assignee, jointly and severally, hereby accepts the appointment as Assignee hereunder, and indicates that he has received, read and approved the contract controlling his transaction and any other related documents thereto, and accepts the obligations and rights imposed and granted thereunder.

**Unless stated otherwise, Assignee cannot advertise or promote property for sale, or reassign to a different party prior to closing. If Assignee does promote the property for sale or reassign to a different party prior to closing, this Agreement shall become VOID immediately. Principal buyers only.**

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Assignee’s Initials

**Assignor reserves the right to continue to offer Property for sale until this Agreement has been fully executed by both parties and earnest money has been deposited with Escrow Agent by Assignee.**

**ASSIGNOR ACKNOWLEDGES THERE WILL BE A 1099-MISC FORM FILED WITH THE INTERNAL REVENUE SERVICE IN THE AMOUNT OF THE ASSIGNMENT FEE (IF ANY) UPON DISBURSEMENT TO ASSIGNOR AT CLOSING.**

**ASSIGNEE SIGNATURE:**

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

By: [insert name of Assignee]

Title: [insert title line]

**ASSIGNOR SIGNATURE:**

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

By: [insert name of Assignor]

Title: [insert title line]

**ASSIGNEE CONTACT INFORMATION:**

Name: [insert first and last name of Assignee]

Phone number: [insert phone number]

Email address: [insert email address]

Mailing Address: [insert mailing address]

**ASSIGNOR CONTACT INFORMATION:**

Name: [insert first and last name of Assignor]

Phone number: [insert phone number]

Email address: [insert email address]

Mailing Address: [insert mailing address]