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## Assignment agreement form

## Lease Purchase Agreement

In this lease purchase contract dated (date), it is agreed that (Landlord), hereafter known as "Landlord," and (Renter), hereafter known as "Renter," will enter into an arrangement in which a portion of Renter's rent will be set aside as part of an option to purchase the property located at (address). This property will be rented at a rate of (rental cost) per month, of which (amount) will be held as part of the option to purchase. The option to purchase expires on (date).

The Renter, in agreeing to purchase the property at a future date, agrees to the price of (price). If Renter decides not to purchase the property, the option money is considered forfeit. The Renter will not have the right to sell this option to any other party. Upon expiration of the option, the Renter may be required to vacate the property at the discretion of the Landlord.

The lease on this property shall be for a duration of {time}. Payment will be due on {monthly due date}. While the property is rented, repairs will be provided by Landlord. The conditions of this lease are {describe lease and appropriate rental behavior}.

The intent to purchase this property shall be made clear in writing to the Landlord. The Landlord shall, in accordance with this agreement, sell the property to the Renter at the price listed above. Costs of closing this deal will be distributed by **[explain who will pay what costs]**. It is understood that the property will be sold in its entirety, including any land, assets, or remaining furniture.

Should the tenant default on payments or fail to pay rent, this option is considered void. The Renter will be responsible for all fees and may be evicted. The Landlord has all legal right permissible by law to evict the tenant for late payments regardless of option to purchase.

To the knowledge of all participants, this document is legally valid and binding. It cannot be modified without written consent from both parties. In addition to this document, the Renter shall also sign a rental agreement relating to the property and appropriate use of that property.

(Renter Signature)

(Date)

(Landlord Signature)

(Date)

[illegible][illegible]

## ABC FUND I, LP

**LIMITED PARTNERSHIP AGREEMENT**

August 2012

Agreement of Limited Partnership by and among ABC HOLDINGS, LLC as the General Partner (hereinafter referred to, together with any additional General Partner or Partners admitted to the Partnership identified below, as the "General Partner") and the persons who have become parties to this Agreement by affixing their names hereto as Limited Partners, including any General Partner who elects to invest as a Limited Partner (all of whom are hereinafter sometimes collectively referred to as the "Limited Partners" and each of whom is hereinafter sometimes referred to individually as a "Limited Partner").

## DEFINITIONS

**Definitions.** As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the provisions following such terms:

**1933 Act:** refers to the Securities Act of 1933.

**1934 Act:** refers to the Securities and Exchange Act of 1934 as amended.

**Act:** refers to the Delaware Revised Uniform Limited Partnership Act, and any successor statute, as amended from time to time.

**Active Trading Market:** shall have the meaning assigned to it in Sub-Paragraph 4.9.3.1.

**Adjusted Closing Capital Account:** shall have the meaning assigned to it in Sub-Paragraph 4.5.3.

**Advisers Act:** refers to the Investment Advisers Act of 1940, as amended.

**Affected BHCA Subject Person:** shall have the meaning assigned to it in Sub-Paragraph 13.5.3.

**Affiliate(s):** shall refer to the principal(s), affiliate(s), manager(s), member(s), stockholder(s), director(s), officer(s), employee(s) of the General Partner or any other person the General Partner may designate.

**Agreement:** shall have the meaning assigned to it in the introductory paragraph

**Assignee:** shall have the meaning assigned to it in Article 5.

## NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

To: \_\_\_\_\_  
(insert name of tenant's)

Address of rented premises: \_\_\_\_\_

I give you notice that your current lease expires on ...../...../.....  
(insert date)

I wish to offer you an extension of your lease for a further .....months.  
(Insert number of months extension is for eg 6 or 12)

The lease extension will expire on ...../...../.....  
(insert date)

The rent will / will not .....  
(tick whichever is applicable)

The new rent will be \$..... per ..... with the first payment due on ...../...../.....  
(insert amount) (insert rental period eg fortnight, calendar month) (insert date)

Please return the bottom portion to your landlord/agent by ...../...../..... if you wish to accept.  
(Insert a date that is more than 28 days before the lease ends.)

**PLEASE NOTE:**

- If this form is not returned by the above date, the landlord may give you at least 28 days written notice (Form 2A) to end the fixed term agreement.
- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 4B) to end the fixed term agreement.
- If the lease is not extended and at least 28 days written notice is not given by either party the agreement continues as a residential tenancy agreement for a periodic tenancy.

Signature of landlord/agent: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address of landlord/agent: \_\_\_\_\_

**NOTE:** If you wish to accept this offer, complete and send the section below to your landlord/agent. If you do not wish to accept this offer you must give your landlord/agent at least 28 days written notice (Form 4B) to end your fixed term agreement.

I, We \_\_\_\_\_  
(Print name of defendant)

wish to accept the offered lease extension for \_\_\_\_\_

I acknowledge that the lease extension expires on ...../...../.....  
(insert date)

I also understand that the new rent of \$\_\_\_\_\_ per \_\_\_\_\_ will start on \_\_\_\_\_.

(Delete if not applicable) (Insert amount) (Insert rental period) (Insert date)

You can modify it and reuse it. For instance, the release of interest may be dependent on the termination of the Assignee from a shared Business Entity with the Assignor. Select the second checkbox if “No Payment” will be required of the Assignee to assume the real estate interest being discussed from the Assignor. Download: Adobe PDF, MS Word, OpenDocument Advanced Version – Use when a purchase contract is being purchased and assigned to a 3rd party. (4) Seller Of Real Estate. The Property Owner or the Party selling the concerned real estate requires his or her name presented. (17) Assignor Printed Name. Step 2 – Share the Purchase Contract The assignor may need to require the assignee to sign a non-disclosure agreement (NDA) as the details included in the purchase contract are confidential. The concerned real estate must have its physical address (where it may be visited in person) documented. This essentially means one party (called the Assignor) will be transferring their rights and obligations as a tenant (including paying rent and living in the space) to another party (called the Assignee). Furnish the time and date of the original purchase contract this agreement concerns. The Recipient of this assignment, the Assignee, should review this agreement then sign his or her name. The assignee will be recognized as the buyer and will be required to close on the property in accordance with the terms of the purchase contract. With a sublease, the original tenant is still liable for everything, and the sublease may be made for less than the entire property interest. If this transfer of interest is considered a gift from the Assignor to the Assignee then select the “Gift” checkbox. In most cases, the assignee will offer a fixed amount to buy the contract. Section 8 (14) Governing Law. Section X will supply the space for such information to be presented and will allow the title of additional paperwork that will be attached to be included. The manner by which the Assignor releases his or her interest over the concerned real estate to the Assignee will need to be discussed in this paperwork. This agreement has thus far dealt with the Assignor and the Assignee. Table of Contents Simple Version Advanced Version Simple Version – Use when a purchase contract is being assigned to an entity that is owned by the buyer. In this document, basic information is listed, such as old and new tenant names, the landlord’s name, the address of the property, the dates of the lease, and the date of the assignment. After signing the NDA, the assignor should share the purchase contract with the assignee. The document is created before your eyes as you respond to the questions. Section 10 Additional Terms (15) Remaining Agreement Conditions. All the conditions and the terms that the Assignor and Assignee require to be complied with should be contained within this agreement before it is signed. Applicable law Lease Agreements in the United States are generally subject to the laws of the individual state and therefore, so are Lease Assignment Agreements. A Lease Assignment transfers the whole interest and puts the new tenant in place of the old one. In addition to the location of the concerned real estate, it is recommended that an adequate description be provided. (9) No Payment. Before the closing, it is common to assign a purchase contract to a business entity or the person whom the loan or mortgage will be under. For instance, define any type of structure on the property (i.e. residential building, office building with parking lot, etc.). (16) Assignor Signature And Date. (21) Seller Printed Name. Report the state that will hold authority over this assignment and the agreement being developed. This will require a record of his or her name and address. If a lead-based paint disclosure has not been included in the lease, it must be included in the assignment. If this transfer of interest results from a payment from the Assignee to the Assignor then mark the “Fixed Payment” checkbox (found in the third section). (18) Assignee Signature And Date. The one major thing to be aware of with a Lease Assignment Agreement is that in most situations, the lease will require a landlord’s explicit consent for an assignment. What this means is that all of the terms in the original lease are deemed to be included in the Lease Assignment Agreement. At the end, you receive it in Word and PDF formats. (3) Assignee Of Real Estate. The Party that will be able to express a rightful interest or claim on the real estate or real property through this document will need to be named. Section 2 The Property (6) Property Location. A Lease Assignment Agreement is a short document that allows for the transfer of interest in a residential or commercial lease from one tenant to another. (13) No Seller Approval Requirement. The date of the Assignee signature must also be reported at the time of signing. Ideally, the property’s legal description can be reported here or attached to this agreement. Distinct from that, however, required disclosures and lease terms will be based on the laws of the state, and sometimes county, where the property is located. Step 4 – Attach and Close After the assignment is signed, it should be attached to the original purchase contract. Bear in mind, a Business Entity acting as the Assignee must have its legal identity including status suffix (if any) produced. The reason these documents are not more robust is because the original lease is incorporated by reference, all the time. Information about whether or not the Assignor will still be liable in case the Assignee doesn’t fulfill the required obligations is also included. This area may be left unattended if the information produced thus far represents the full scope of the obligations each Party must live up to for this assignment to proceed to completion. In any case, if none of the statements made in the third section accurately define the basis for this assignment, select the “Other” checkbox and provide this definition to the space available. Section 4 (12) Required Seller Approval. The Environmental Protection Agency governs the disclosure of lead-based paint warnings in all rentals in the States, (5) Date Of Purchase Contract. Step 1 – Come to a Non-Binding Agreement The buyer (assignor) in the original purchase contract and the new buyer (assignee) will need to come to an agreement. If Assignor is a Business Entity then make sure the name recorded is its entire legal name. If the seller’s consent is required, the assignment will need their signature to be valid. (7) Property Description. Section 3 Transfer (8) Fixed Payment. In other words, a Lease Assignment Agreement is used when the original tenant wants to get out of a lease and has someone lined up to take their place. How to modify the template You fill out a form. (20) Seller Signature And Date. (11) Other. There may be other circumstances or conditions the Assignee and Assignor have agreed to fulfill for this assignment to occur. The Assignor making this assignment should sign his or her name and dispense the date this action was completed. (2) Assignor Of Real Estate Interest. The Party who shall release his or her interest on the concerned real estate upon the satisfaction of this agreement’s conditions must be identified with a record of his or her full name and mailing address. His or her signature date will also be required. This statement will require the exact “Payment Amount” and the maximum number of days after the Effective Date when this payment must be received from the Assignee in order for it to be on time and in compliance with this agreement. (10) Gift. If there is a payment as part of the assignment, it should be paid at the time of signing. Step 3 – Create an Assignment After the purchase contract is shared an assignment should be written and signed. A Lease Assignment Agreement is different than a Sublease Agreement because the entirety of the lease interest is being transferred in an assignment. It’s also accepted for a contract holder to sell their rights to buy a property for a fixed amount. Sample: Purchase Contract Download: Adobe PDF, MS Word, OpenDocument How to Write Download: Adobe PDF, MS Word, OpenDocument Section 1 The Parties (1) Effective Date For Purchase Contract. The calendar date considered the first day of this document’s effect on the Parties involved must be established in the first section. A purchase contract assignment is between a holder (assignor) that transfers their interest in buying real estate to someone else (assignee). If the Seller of the real estate must approve this assignment then the first statement made in Section IV should be selected and a report the number of days within the effective date of this agreement when such approval must be gained (from the Seller) will be required. How to use this document This Lease Assignment Agreement will help set forth all the required facts and obligations for a valid lease assignment. Within a Lease Assignment Agreement, there is not that much information included, except the basics: names and identifying information of the parties, assignment start date, name of landlord, etc. If it has been indicated that the Seller must provide consent, then he or she must sign this paperwork upon its completion and a thorough review so that this assignment may proceed. The parties should, therefore, be sure the landlord agrees to an assignment before filling out this document. Select the second statement made by Section IV if this agreement may require only the consent of the Assignor and the Assignee to be effective. (19) Assignee Printed Name. Download: Adobe PDF, MS Word, OpenDocument How to Assign a Purchase Contract (4 Steps) This guide is for assignments when selling a purchase contract to a 3rd party.



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