

**SAMPLE ASSIGNMENT OF LEASE**

This Assignment of Lease is entered into by and between *[list name of person assigning lease - the "assignor"]*, an individual with an address of *[list address of assignor]* ("Assignor"), and *[list name of person lease is being assigned to - the "assignee"]*, an individual with an address of *[list address of assignee]* ("Assignee").

**Background**

By a certain lease dated *[list date lease was signed]* (the "Lease"), *[list name of landlord]* ("Landlord") leased to Assignor as tenant the premises described as follows: *[list exact legal description of property]* (the "Premises"); and

The Lease or a memorandum thereof was recorded *[list where and when lease was recorded, if applicable]*; and

Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's rights and obligations as tenant under the Lease, with the consent of Landlord.

Therefore, in consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree as follows:

1. Assignor hereby assigns the Lease and all of its right, title and interest thereunder to Assignee. Assignee hereby accepts such assignment. Assignee shall have all of the rights of Assignor under the Lease including, without limitation, any option to renew or extend the Lease, option to purchase the Premises and right to the security deposit now held by Landlord, should any of the foregoing exist.

2. Assignee hereby assumes and agrees to be bound by all of Assignor's obligations under the Lease. Assignee shall perform all the terms, covenants and conditions of the Lease, including the payment of rent and any other required amounts to Landlord, after the date hereof.

3. Assignee shall indemnify and hold Assignor harmless from any and all claims, damages, expenses and liabilities of whatever nature, including attorney's fees, arising under the Lease or relating to the Premises after the date hereof.

4. Assignee shall not assign the Lease any further or sublet all or any portion of the Premises without the prior written consent of Landlord.

5. Except as specifically modified herein, the Lease will continue in full force and effect.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

**CONSENT OF LANDLORD**

Landlord hereby consents to the above Assignment and releases Assignor from all obligations and liabilities arising under the Lease after the date hereof.

IN WITNESS WHEREOF, this Assignment of Lease is executed under

seal on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Executed in the presence of: ASSIGNOR

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
*[list name of assignor]* (Seal)

\_\_\_\_\_

(Signature of witness)

ASSIGNEE

\_\_\_\_\_  
[list name of assignee] (Seal)

LANDLORD

\_\_\_\_\_  
[list name of landlord] (Seal)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for the above state and county, personally appeared [list name of assignor], known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for the above state and county, personally appeared [list name of assignee], known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for the above state and county, personally appeared [*list name of landlord*], known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)