

ASSIGNMENT OF CONTRACT

1. 1. Parties

This Assignment of Contract (the "Assignment") is made effective as of [ASSIGNMENT EFFECTIVE DATE] among [ASSIGNOR NAME], a [ENTITY TYPE] located at [ASSIGNOR ADDRESS] (the "Assignor"); [ASSIGNEE NAME], a [ENTITY TYPE] located at [ASSIGNEE ADDRESS] (the "Assignee"); and, for purposes of the consent and release provisions below, [OBLIGOR NAME], a [ENTITY TYPE] located at [OBLIGOR ADDRESS] (the "Obligor" or "Non-Assigning Party"). Each is a "Party" and together they are the "Parties." Each Party represents that the individual signing below has authority to bind it.

2. 2. The Assigned Contract

The Assignor and the Obligor are parties to that certain [ASSIGNED CONTRACT TITLE] dated [ASSIGNED CONTRACT DATE], together with all amendments, addenda, statements of work, purchase orders, and exhibits listed here: [LIST RELATED DOCUMENTS] (collectively, the "Assigned Contract"). A complete and accurate copy of the Assigned Contract is attached as Exhibit A. The Assigned Contract has a remaining term through [REMAINING TERM END DATE] and, as of the Assignment Effective Date, the outstanding balance, deposit, or credit under it is [OUTSTANDING AMOUNT OR CREDIT, or "None"]. Capitalized terms not defined here have the meanings given in the Assigned Contract.

3. 3. Assignment of Rights

Effective on the Assignment Effective Date, the Assignor assigns, transfers, and conveys to the Assignee all of its right, title, and interest in and to the Assigned Contract, including the right to receive all payments, goods, services, benefits, warranties, and remedies arising under it on and after that date. Rights that accrued to the Assignor before the Assignment Effective Date are [SELECT — also assigned to the Assignee / retained by the Assignor], as described here: [DESCRIPTION OF RETAINED OR TRANSFERRED PRE-CLOSING RIGHTS]. This assignment covers only the Assigned Contract and no other agreement between the Assignor and the Obligor.

4. 4. Delegation and Assumption of Obligations

Effective on the Assignment Effective Date, the Assignor delegates to the Assignee, and the Assignee accepts and assumes, all duties and obligations of the Assignor under the Assigned Contract that are to be performed on or after that date, including payment obligations, performance standards, insurance requirements, and confidentiality duties. Obligations that arose or should have been performed before the Assignment Effective Date remain the responsibility of the Assignor unless expressly assumed here: [PRE-CLOSING OBLIGATIONS ASSUMED BY ASSIGNEE, or "None"]. The Assignee agrees to perform the Assigned Contract in accordance with its terms as if it had been an original party to it.

5. 5. Consent of the Non-Assigning Party

The Assigned Contract requires the written consent of the Obligor to an assignment under Section [ANTI-ASSIGNMENT SECTION NUMBER]. By signing below, the Obligor consents to this Assignment and to the delegation of duties described in Section 4, effective on the Assignment Effective Date. The Obligor confirms that, to its knowledge and as of the date of its signature, the Assigned Contract is in full force and effect, no notice of default has been given, and no event has occurred that with notice or the passage of time would constitute a default, except as disclosed here: [DISCLOSED DEFAULTS, or "None"]. This consent applies to this Assignment only and is not a consent to any future assignment.

6. 6. Release of the Assignor (Novation Option)

SELECT ONE. Option A — Novation with release: the Obligor releases the Assignor from all obligations under the Assigned Contract arising on or after the Assignment Effective Date, accepts the Assignee as substitute party in place of the Assignor, and agrees to look solely to the Assignee for performance from that date forward. Option B — Assignment without release: the Assignor remains secondarily liable for performance of the Assigned Contract, and the Obligor may pursue the Assignor if the Assignee fails to perform, provided the Obligor first gives the Assignor written notice and a reasonable opportunity to cure. The option selected by the Parties is: [OPTION A OR OPTION B]. If no option is selected, Option B applies.

7. 7. Representations and Warranties of the Assignor

The Assignor represents and warrants that: it is the sole owner of the rights being assigned and has not previously assigned, pledged, or encumbered them; the Assigned Contract attached as Exhibit A is complete, accurate, and unmodified except as listed in Section 2; the Assigned Contract is valid, binding, and enforceable and has not been terminated; the Assignor is not in default under the Assigned Contract and has received no notice of default; all amounts due from the Assignor under the Assigned Contract through the Assignment Effective Date have been paid or are disclosed here: [DISCLOSED AMOUNTS DUE]; and the Assignor has full authority to make this Assignment and has obtained all required internal approvals and third-party consents.

8. 8. Representations and Warranties of the Assignee

The Assignee represents and warrants that it has reviewed the Assigned Contract in full, including all exhibits and amendments; that it has the financial capacity, licenses, permits, insurance, and personnel necessary to perform the assumed obligations; that it is entering into this Assignment based on its own investigation and not in reliance on any statement of the Assignor outside this document; and that it has authority to enter into this Assignment. The Assignee will maintain the insurance coverage required by the Assigned Contract and will provide certificates of insurance to the Obligor within [INSURANCE CERTIFICATE DEADLINE, e.g., 10 days] of the Assignment Effective Date.

9. 9. Indemnification

The Assignor will defend, indemnify, and hold harmless the Assignee and the Obligor from claims, damages, and costs arising out of the performance or non-performance of the Assigned Contract before the Assignment Effective Date and from any breach of the Assignor representations in Section 7. The Assignee will defend, indemnify, and hold harmless the Assignor and the Obligor from claims, damages, and costs arising out of the performance or non-performance of the Assigned Contract on or after the Assignment Effective Date and from any breach of the Assignee representations in Section 8. The indemnified party will give prompt written notice of any claim and reasonable cooperation in its defense, and the indemnifying party will not settle a claim in a way that imposes an obligation on the indemnified party without its written consent.

10. 10. Payments, Notices, and Transition

From the Assignment Effective Date, all invoices, payments, notices, and correspondence under the Assigned Contract will be sent to the Assignee at [ASSIGNEE NOTICE ADDRESS AND EMAIL]. Payments received by the Assignor after that date that belong to the Assignee will be forwarded within [FORWARDING PERIOD, e.g., 10 days] of receipt, and the reverse applies to payments received by the Assignee that belong to the Assignor. Any deposit, retainer, credit, or prepayment held under the Assigned Contract is treated as follows: [DEPOSIT TREATMENT]. The Assignor will deliver to the Assignee all records, files, correspondence, and account credentials relating to the Assigned Contract within [TRANSITION PERIOD, e.g., 15 days] of the Assignment

Effective Date.

11. 11. Further Assurances

Each Party will execute and deliver any additional documents and take any further action reasonably requested by another Party to give full effect to this Assignment, including estoppel certificates, lien releases, financing statements, notices to third parties, and filings with any registry or governmental authority. If the Assigned Contract requires notice to or the consent of a lender, landlord, guarantor, insurer, or licensing body, the Party in the best position to obtain that consent will do so promptly, and the other Parties will cooperate. Costs of obtaining consents and filings are borne by [PARTY BEARING COSTS].

12. 12. Governing Law and General Provisions

This Assignment is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE]. This Assignment, with Exhibit A and any consents attached, is the entire agreement among the Parties regarding the transfer of the Assigned Contract and supersedes prior discussions. Amendments must be in writing and signed by all Parties whose rights are affected. If any provision is unenforceable, the remainder stays in effect. This Assignment binds and benefits the Parties and their respective successors and permitted assigns, and the prevailing Party in any action to enforce it may recover reasonable attorney fees and costs.

13. 13. Counterparts and Signatures

This Assignment may be executed in counterparts, each of which is an original and all of which together are one instrument, and electronic or scanned signatures have the same effect as originals. ASSIGNOR: [ASSIGNOR NAME]. Signature: _____. Printed Name: [SIGNER NAME]. Title: [TITLE]. Date: [DATE]. ASSIGNEE: [ASSIGNEE NAME]. Signature: _____. Printed Name: [SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CONSENTED AND AGREED — NON-ASSIGNING PARTY: [OBLIGOR NAME]. Signature: _____. Printed Name: [SIGNER NAME]. Title: [TITLE]. Date: [DATE].

14. Disclaimer

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