

ASSIGNMENT OF CONTRACT

THIS ASSIGNMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF PARTY ASSIGNING THE CONTRACT]

[address]
(the "Assignor")

- and -

[NAME OF PARTY TO WHOM CONTRACT IS BEING ASSIGNED]

[address]
(the "Assignee")

- and -

[NAME OF OTHER PARTY TO THE CONTRACT]

[address]
(the "Third Party")

WHEREAS:

- A. The Assignor and the Third Party have entered into a _____
[describe the contract] dated _____ [insert date] (the "Contract");
- B. The Assignor wishes to assign all of its rights and obligations under the Contract to the Assignee, with the consent of the Third Party.

NOW THEREFORE THIS ASSIGNMENT WITNESSES as follows:

1. The Assignor hereby all of its rights and obligations under the Contract, including all rights to bring legal action and other rights accruing to the Assignor or which may accrue to the Assignor after this Assignment takes effect.
2. The Assignor warrants and represents that the Contract is in full force and effect and is fully assignable in accordance with its terms.
3. The Assignee hereby assumes and agrees to perform all the remaining contractual obligations of the Assignor under the Contract and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee of such obligations.
4. The Assignee shall be entitled to all monies remaining to be paid under the Contract, which rights are also assigned hereunder, and the Assignor shall have no right to make any claim against the Assignee or the Third Party for any monies due or coming due or

THIS IS A 2-PAGE AGREEMENT.