


Lease Assignment by Lessee

- 🔊 Need to get out of a lease and have someone lined up to take it over? Want to take over someone else' lease? Use this agreement.
- 🔊 The first part of the Memorandum should be completed and distributed to the Assignor along with a copy of the Lease Assignment by Lessee.

Date: **[Date]**

To: **[Name of Assignor]**

From:  **Owner/Founder]**
[Company]

Subject: **Lease Assignment by Lessee**

Attached is a “Lease Assignment by Lessee” so that The Lessee in the Lease (and the Assignor in the Assignment) can assign all of his obligations under the Lease to the Assignee.

The Agreement includes a provision for the Lessor’s (the landlord or owner of the leased property) consent to that Assignment since his consent is generally required.

Lastly, an Acknowledgment is attached so that a Notary can document the Assignment and, if required, the Lessor's approval.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔴 **Do Not Use This Agreement 'As-Is.'**
- 🔴 **This Agreement Is Not Legal Advice.**
- 🔴 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔴 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔴 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

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
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Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

Lease Assignment by Lessee


☞ This is a standard introductory paragraph that lists the parties to the Agreement and the date it is being entered into. You need to enter the date of the Agreement, the names of the parties, the specific type of organization they are and their addresses.

Effective Date **[Date]**

between **[Assignor]**, (“Assignor”)

a [State] [Corporation/ partnership/sole proprietorship/individual],

located at [Address of Assignor]

and  **Owner/Founder**, (“Assignee”)

a [State] [Corporation/ partnership/sole proprietorship/individual]

located at [Address]

 [City], [State] [Zip Code]

Summary

☞ For the first insert in paragraph 1, enter the name of the Owner or Lessor of the Premises, and for the second insert, indicate the date of the Master Lease. The second sentence should be completed if that Lease was recorded, otherwise delete it.

[Lessor], as Lessor, and Assignor as Lessee, executed a lease on [Date]. That Lease was recorded in [Specify Book], on Page number [xx] of the County Recorder of [County], [State].

☞ For the first insert in paragraph 2, enter the term of the lease. For example, two years. For the second and third inserts enter the commencement date and ending date respectively. Lastly, if there are any provisions for early termination, they should be included here.

The following described property was leased to Assignor as Lessee for a term of [xx months/years], commencing on [Month, Day, Year] and ending on [Month, Day, Year], subject to earlier termination as provided in the lease as follows:

☞ [List the conditions of early termination].

- Xxx
- Xxx
- xxx

Exhibit A includes a copy of that lease and is attached to this Assignment.

The Assignor wants to assign the lease to Assignee, and Assignee wants to accept the Assignment of the Lease;

Assignor and Assignee agree as follows:

Assignment

- 🔊 This is the Agreement. The Assignor assigns and transfers his rights and obligations under the lease to the Assignee who agrees to accept those rights and obligations.
- 🔊 If the Assignor is to receive money, then enter the amount and remove the brackets, otherwise delete the bracketed section.

For value received (and in consideration of the sum of \$[x]), receipt of which is now acknowledged, and the Agreement of Assignee, the Assignor assigns and transfers to the Assignee all of the Assignor's right, title and interest in and to the Lease attached to this Assignment as Exhibit A, and the Assignee agrees to and does accept the Assignment. The Assignee expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, and obligations, required to be kept, performed, and fulfilled by the Assignor as the Lessee under the lease, including the timely making of all payments due to or payable on behalf of the Lessor under the lease.

Agreed & Accepted

[Assignee]

[Assignor]



[Owner/Founder]

Title

Title

- 🔊 Oftentimes, the Lessor's consent is required in order to make an Assignment effective. If your lease requires the Lessor's consent, make sure to complete the following section.

Consent of Lessor

🔊 If the Lessee is not relieved of liability as in this first option, enter the name of the Assignee.

The undersigned is the Lessor in the lease described in the above Assignment and consents to the lease's Assignment to [Assignee]. Lessor does not waive any of his rights under the lease as to the Lessee or the Assignee.

🔊 [Or]

🔊 If the Lessee is relieved of liability, use: this second option. Enter the name of the Assignee.

The undersigned is the Lessor in the lease described in the above Assignment and consents to the lease's Assignment to [Assignee]. Lessor does not waive any of his rights under the lease as to the Assignee; however, Lessor expressly releases the Lessee from any further liability or obligation under the terms of the lease.

[Lessor]



[Lessor name]

Title

Date

Exhibit A

Lease Attached



Acknowledgment

Notary

🔊 This is the form that must be used for an Acknowledgment in California. Some states may have varying requirements.

On _____, before me,

Name and title or officer taking _____ acknowledgment, personally appeared.

The person(s) signing instrument are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose Name(s) (is or are) subscribed to the within instrument and acknowledged to me that (he or she or they) executed the same in (his or her or their) authorized capacity (or capacities), and that by (his or her or their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

(Signature)