

# ASSIGNMENT OF INTEREST ADDENDUM TO REAL ESTATE PURCHASE CONTRACT (Buyer #1 DOES NOT Own the Property)



**THIS IS AN [ ] ADDENDUM [ ] COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT with an Offer Reference Date of \_\_\_\_\_, including all prior addenda, counteroffers, exhibits and attachments (collectively referred to below as the "REPC") between \_\_\_\_\_, as Buyer, and \_\_\_\_\_, as Seller, regarding the Property located at: \_\_\_\_\_ (the "Property").

The following terms are hereby incorporated as part of the REPC:

**1. AGREEMENT TO PURCHASE ASSIGNMENT.** The above-referenced Buyer (referred to below as "Buyer #1") hereby agrees to assign to \_\_\_\_\_ ("Buyer #2") all of Buyer #1's rights and interest in the REPC for an Assignment Fee ("Assignment Fee") in the amount of \$ \_\_\_\_\_. In addition to the Assignment Fee, Buyer #2 shall also reimburse Buyer #1 for any Earnest Money and any other deposits previously paid or delivered by Buyer #1 under the terms of the REPC ("Prior Deposits"). The Prior Deposits shall be due as provided in Section 3 of this Addendum.

**2. ACKNOWLEDGEMENT & APPROVAL OF PRIOR DISCLOSURES.**

**2.1 Approval of Disclosures.** Buyer #2 hereby acknowledges and agrees as follows: (a) Buyer #1 **DOES NOT** own the Property; (b) Buyer #1 has entered into the REPC to purchase the Property from the above-referenced Seller; (c) Buyer #2, by this Addendum, agrees to accept an assignment of Buyer #1's interest in the REPC and to assume Buyer #1's obligations under the REPC as provided in Section 6 below; and (d) Buyer #2 has previously received, reviewed and approved the REPC; and all Seller Disclosures referenced in the REPC.

**2.2 Approval of the Property and Waiver of Conditions of Purchase.** Buyer #2 hereby acknowledges and agrees as follows: (a) Buyer #2 is satisfied with the condition of the Property and agrees to accept the Property as provided under the terms of the REPC; (b) all conditions of purchase, including, but not limited to Buyer's Due Diligence, Financing & Appraisal, and third party inspections/approvals, have been removed and waived; and (c) Buyer #2, by this Addendum, agrees to close the purchase of the Property as provided under the terms of the REPC.

**3. COMPLETION OF ASSIGNMENT.** The "Completion of the Assignment" of the REPC from Buyer #1 to Buyer #2 ("Completion of the Assignment") shall take place on \_\_\_\_\_ (Date). The Completion of the Assignment shall be conducted at the escrow/closing office previously agreed to between Buyer #1 and the Seller. For purposes of this Agreement, Completion of the Assignment shall have occurred only when **all** of the following have been completed: (a) Buyer #2 and Buyer #1 have signed and delivered to each other or to the escrow/closing office, all documents if any, required by this Agreement, by written escrow instructions, or by applicable law; (b) all monies required to be paid by Buyer #2 under this Agreement (including the Assignment Fee and reimbursement to Buyer #1 for all Prior Deposits) have been delivered by Buyer #2 to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Buyer #1 under these documents have been delivered to the escrow/closing office in the form of collected or cleared funds. Buyer #1 and Buyer #2 shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in Completion of the Assignment.

**4. AGENCY DISCLOSURE.** At the signing of this Agreement Buyer #1 and Buyer #2 acknowledge that they are respectively being represented by real estate agents and real estate brokerages as specifically identified below:

Buyer #1's Agent \_\_\_\_\_, represents [ ] Buyer #1 [ ] Both Buyer #1 and Buyer #2 as a Limited Agent  
Buyer #1's Broker \_\_\_\_\_, represents [ ] Buyer #1 [ ] Both Buyer #1 and Buyer #2 as a Limited Agent  
Buyer #2's Agent \_\_\_\_\_, represents [ ] Buyer #2 [ ] Both Buyer #1 and Buyer #2 as a Limited Agent  
Buyer #2's Broker \_\_\_\_\_, represents [ ] Buyer #2 [ ] Both Buyer #1 and Buyer #2 as a Limited Agent

**5. AGREEMENT TO PAY BROKERAGE FEES.** The Brokerage Fees due as a result of Completion of the Assignment shall be **(Check applicable box):** [ ] \$ \_\_\_\_\_; **or** [ ] **Other (explain)** \_\_\_\_\_. Buyer #1 shall be responsible for payment of the Brokerage Fees. The escrow/closing office is authorized and directed to pay the Brokerage Fees at Completion of the Assignment. Unless otherwise agreed in writing by the Broker for Buyer #1 and the Broker for Buyer #2 (the Brokers), the Brokerage Fees shall be shared equally between the Brokers.

**6. ASSIGNMENT.** Upon Completion of the Assignment as defined in Section 3 above: (a) Buyer #1 shall be deemed to have assigned to Buyer #2, all of Buyer #1's rights and interests in the REPC (including all Prior Deposits, if any); (b) Buyer #2 shall be deemed to have: (i) accepted the assignment of all of Buyer #1's rights and interests in the REPC (the "Assignment"); and (ii) assumed all of the duties, obligations and liabilities of the "Buyer" under the REPC, whether accrued or which will accrue thereafter; and (iii) agreed to indemnify and hold harmless Buyer #1 against claims made against Buyer #1 arising out of the failure of Buyer #2 to fulfill the obligations assumed herein. The terms of this Section 6 shall survive the Completion of the Assignment.

**7. SELLER'S CONSENT.** Buyer #1 and Buyer #2 acknowledge and agree that prior written consent of the Seller to this assignment (check applicable box): [ ] HAS [ ] HAS NOT been obtained as provided on this Addendum below. If such consent has not been obtained: (a) Buyer #1 makes no representations or warranties of any kind that the Seller will grant or withhold such consent; (b) in the event the Seller fails to grant such consent: (i) Buyer #2 shall be released from Buyer #2's obligations under this Addendum; (ii) Buyer # 1 shall promptly refund to Buyer #2, as Buyer #2's sole and exclusive remedy, any monies previously delivered or paid by Buyer #2 in connection with this Addendum; and (iii) Buyer #1 shall remain obligated to the Seller to close the purchase of the Property as provided under the terms of the REPC.

**8. NON-ASSIGNABILITY.** The REPC may not be assigned by Buyer #2. To the extent any terms of this ADDENDUM modify or conflict with any provisions of the REPC, these terms shall control. All other terms of the REPC not modified by this ADDENDUM shall remain the same.

THE UNDERSIGNED HEREBY ACCEPT THE TERMS OF THIS ADDENDUM

\_\_\_\_\_  
Buyer #1's Signature (Date) (Time)

\_\_\_\_\_  
Buyer #1's Signature (Date) (Time)

\_\_\_\_\_  
Buyer #2's Signature (Date) (Time)

\_\_\_\_\_  
Buyer #2's Signature (Date) (Time)

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**SELLER'S CONSENT TO ASSIGNMENT**

The undersigned \_\_\_\_\_ (Seller), who is represented by: \_\_\_\_\_ (Name of Agent/Brokerage) hereby consents to the Assignment of the REPC by Buyer #1 to Buyer #2 based upon Completion of the Assignment between Buyer #1 and Buyer #2 as defined in Section 3 above. Upon Completion of the Assignment as defined in Section 3 above, the Seller agrees that Buyer #1 shall be deemed released from all obligations under the REPC.

\_\_\_\_\_  
(Seller's Signature) (Date) (Time)

\_\_\_\_\_  
(Seller's Signature) (Date) (Time)

\_\_\_\_\_  
(Seller's Name) (PLEASE PRINT)

\_\_\_\_\_  
(Notice Address)

\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Phone)

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