

## RECITALS AND DISCLOSURES

1. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
**("Assignor")** has signed a lease, the **("Lease")** with Gateway Apartments, the **("Landlord")** for Unit \_\_\_\_\_ at 929 Nord Avenue, Chico, CA., the **("Premises")** with an inception date of \_\_\_\_\_ and an ending date of \_\_\_\_\_.
2. It is the desire of Assignor to assign his rights and delegate his duties under the Lease to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
**("Assignee")** and Assignee wishes to assume all of Assignor's obligations with respect to the Premises.
3. Assignor is legally obligated to clean, maintain, and repair the Premises to their condition as of \_\_\_\_\_ the **("Effective Inception Date")**.
4. Assignee has performed his/her own inspection of the Premises.
5. Negotiations related to deposits, prepaid rent, and cleaning and repair obligations between Assignee and Assignor are complete. Consideration between the parties related to any perceived value related to this assignment has been paid in full or a written contract detailing the deposit transfer and other obligations between the parties has been consummated.
6. The parties to this agreement are Assignor and Assignee. This agreement shall become effective only after both parties have executed it and Landlord has provided its consent, in the manner described below.

## AGREEMENT

**Assignor and Assignee agree as follows:**

1. The **"Effective Date"** of this agreement shall be the first day of \_\_\_\_\_, 20\_\_\_\_, or the last day of the Lease term, whichever is earlier.
2. As of the Effective Date, Assignor hereby transfers to Assignee all of Assignor's rights, title, interest under the Lease and delegates all of Assignor's duties (i) under the Lease and (ii) to clean, maintain, and repair the Premises to their condition as of the Effective Inception Date, reasonable wear and tear excepted.
3. As of the Effective Date, Assignee hereby accepts Assignor's delegation of all duties including (i) all obligations of Assignor under the Lease, both past and present; and (ii) assumes all obligations of Assignor for any condition of the Premises existing on or after the Effective Inception Date. Assignee accepts the Premises in an "as is" condition. No walk through inspection will be performed by Landlord. Any work performed by Landlord may be charged against Assignee's account.
4. Possession of the Premises by Assignor on or after the Effective Date shall constitute unlawful detention of the premises by Assignor. Assignee agrees that any unlawful detainer litigation shall be the financial responsibility of Assignee, and Assignee shall hold Landlord harmless from any claims related to the unlawful detention of the premises by Assignor or other parties.
5. Assignor agrees to hold Assignee and Landlord harmless from any and all claims related to the Lease and to this agreement. Assignee agrees to hold Assignor and Landlord harmless from any and all claims related to the Lease and this agreement.
6. The Lease shall remain in full force and effect.
7. This assignment may be executed in multiple counterparts, all of which shall constitute the same agreement.
8. This agreement will become effective only after the Landlord has indicated its approval by (i) signature of an authorized agent of Landlord below or (ii) entry of Assignee's information into the accounting system of Landlord.
9. Assignee agrees, upon presentation of a bill from Landlord, to pay Landlord's the assumption fee of \$50.00.

**ASSIGNOR** *(All the old residents):*

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**ASSIGNEE** *(All the new residents):*

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Assignor is not in default as of the effective date of assignment, Assignee meets current eligibility guidelines for residency and has completed all necessary application and assignment forms, and a majority of the other residents of the apartment have approved this assignment. Accordingly, Landlord hereby approves this agreement.

**Dated:** \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

**Signature:** \_\_\_\_\_, **Authorized Agent of Landlord**