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## CONTRACT ASSIGNMENT AGREEMENT

*State of Alabama*

This Assignment Agreement (the "Agreement") is entered into by and between \_\_\_\_\_ (the "Assignor"), having their principal address located at \_\_\_\_\_, and \_\_\_\_\_ (the "Assignee"), having their principal address located at \_\_\_\_\_, both of whom agree to be bound by this Agreement, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

*WHEREAS*, Assignor entered into a Contract, included as an attachment to this Agreement, with \_\_\_\_\_ (the "Obligor"), referred to hereinafter as "Contract with \_\_\_\_\_";

*WHEREAS*, the Contract with \_\_\_\_\_ has an original expiration date of \_\_\_\_\_ as may be extended as permitted therein;

*WHEREAS*, Assignor wishes to assign all of their rights and obligations under the Contract with \_\_\_\_\_ to Assignee; and

*WHEREAS*, the necessary verbal consent was obtained from the Obligor on \_\_\_\_\_;

*NOW THEREFORE*, Assignor and Assignee agree to the following:

I. Assignor and Assignee hereby agree that the Assignor shall assign all their rights, titles, and interests, and delegate all of their obligations, responsibilities, and duties, in ad to the Contract with \_\_\_\_\_, to Assignee.

II. Assignee hereby accepts the assignment of all of Assignors obligations, responsibilities, and duties under the Contract and all of Assignors rights, titles, and interests in and to the Contract with \_\_\_\_\_.

III. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the Obligor from any and all claims,actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages, resulting from Assignors performance prior to the assignment of the contract and resulting from Assignees performance after the assignment of the Contract with \_\_\_\_\_, provided, however, that after the assignment of the Contract with \_\_\_\_\_, the State shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys fees and ot her costs of defense and damages resulting from Assignee's performance.

IV. Assignee agrees to indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees, and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract with \_\_\_\_\_.

V. No modification of this Agreement shall be valid unless in writing and agreed upon by all relevant Parties.

VI.

VII. This Agreement is governed by the laws of the State of Alabama and both Parties expressly consent to jurisdiction in such courts.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

ASSIGNOR:

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Date

ASSIGNEE:

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Date