

State of \_\_\_\_\_

# ASSIGNMENT OF PARTNERSHIP INTEREST

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This Assignment of Partnership Interest (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between:

\_\_\_\_\_ (the "Assignor") located at \_\_\_\_\_,  
a Partner of \_\_\_\_\_ [Partnership name] (the "Partnership"), and

\_\_\_\_\_ (the "Assignee") located at \_\_\_\_\_.

The parties agree to the following:

**I. Partnership Background.** Assignor is a Partner at \_\_\_\_\_ [Partnership name], a partnership established on \_\_\_\_\_, 20\_\_\_\_. Assignor holds \_\_\_\_\_% of the partnership. The partnership agreement and any amendments to the agreement are attached as Exhibit 1.

**II. Purchase and Sale.** Assignor agrees to assign: (Check one)

- \_\_\_\_\_% of the Assignor's interest
- All rights and interests

in the Partnership to the Assignee. In consideration, Assignee will pay \$\_\_\_\_\_ in total to Assignor. The Assignee will: (Check one)

- Become a Partner in the Partnership.
- NOT be a partner and have no input into business and strategic decisions.

The Assignee will be bound by the terms of the attached Partnership Agreement, including any amendments made to the agreement.

**III. Closing.** The Closing will take place on \_\_\_\_\_, 20\_\_\_\_ at the Partnership offices. On this date, assignee will provide full payment for the rights and interests described in Article II, and Assignor will pass the interest to the Assignee. The representations and warranties in this agreement will be true as of the date of this contract and the date of closing. (Check one)

- As of the closing date, Assignee will be a partner at the partnership.
- Assignee will NOT be a partner at the partnership.



**IV. Assignor's Representations.** Assignor represents that:

1. The Partnership is in good standing under the laws of the State of \_\_\_\_\_.
2. The Assignor warrants that Assignor has a general partnership interest and the legal right to assign this interest.
3. The partnership interest is free and clear of all security interests, liens, encumbrances, equities, or other charges.
4. There are no other claims or restrictions on the interest.
5. There is no act or omission that would give rise to any claim for commission, fees, or other payment in relation to the transaction.
6. Approval (Check one)
  - Assignor has received approval from \_\_\_\_\_ [Partner name], a partner at the Partnership with the authority to approve of the assignment of partnership interests and the position. The partner has signed this Agreement to approve of the assignment of partnership interests.
  - Assignor does NOT need approval from the Partnership to assign the interest and position to the Assignee.

**V. Expenses.** The parties are responsible for their own fees, including legal counsel, accountants, and other agents incurred pursuant to this Agreement regardless of whether this Agreement is executed.

**VI. Indemnification.** The Assignor and Assignee agree to indemnify and hold harmless the other from any claim, damage, liability, loss, expense, arising out their failure to perform the obligations set forth in this agreement.

**VII. Dispute Resolution.** Any dispute arising out of or related to this Agreement that the Assignor, Assignee, or Partnership are unable to resolve by themselves shall be settled by arbitration in the State of \_\_\_\_\_ in accordance with the rules of the American Arbitration Association. The written decision of the arbitrator(s), as applicable, shall be final and binding. Judgment on a monetary award or enforcement of injunctive or specific performance relief granted by the arbitrator(s) may be entered in any court having jurisdiction over the matter.

**VIII. Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, not including its conflict of law provisions.

**IX. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Assignor and Assignee and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.



**X. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

**XI. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

**XII. Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements, whether oral or written, with respect to such subject matter.

**XIII. Amendment.** This Agreement may be amended or modified only by a written agreement signed by both parties.

**XIV. Notices.** Any notice or other communication given or made to any party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address in Exhibit 1 or to another address as that party may subsequently designate by notice and shall be deemed given on the date of delivery.

**XV. Waiver.** No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

**IN WITNESS WHEREOF**, this Agreement has been executed and delivered as of the date first written above.



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**Assignor** Signature

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**Assignor** Full Name

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**Assignee** Signature

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**Assignee** Full Name

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**Partner** Signature

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**Partner** Full Name

