

All prospective assignees must apply and be approved before this form will be executed. Please consult an attorney if you are unsure of your rights and obligations being relinquished or obtained by signing this form.

Date:

Assignor(s): \_\_\_\_\_

Assignment of Residential Lease

This addendum is a rider to and forms a part of the original lease between Birch-Moore, Inc., agent for lessor, and leasee for the residence located at

\_\_\_\_\_ (property address).

I/ We the current tenant(s) ( Assignor(s) ) of the property above wish to be removed from the lease effective:

\_\_\_\_\_ ( move-out date).

I/ We also want to add:

\_\_\_\_\_ (new leasee/assignee) to lease effective:

\_\_\_\_\_ ( new leasee's move-in date ).

Vacating leasee ( Assignor ) is responsible for all rent due up until the time new leasee ( Assignee ) begins rental payments regardless of vacating/move-in dates. Vacating leasee is responsible for ALL costs associated with preparing unit for new occupant.

New leasee accepts property "as-is"

Vacating leasee is soley responsible for collecting any and all security deposit refund from new leasee. The vacating leasee(s) declare(s) that he/she/they has/have received all of his/her/their security deposit refund, if any, and understand(s) that Birch-Moore, Inc. no longer holds a deposit for vacating leasee and NO disbursement of a security deposit will be made to vacating leasee at anytime in the future. By signing this form, vacating leasee is transferring ownership of the security deposit held by Birch-Moore, Inc. to the leasee. Any refund to vacating leasee must be made from new leasee to old leasee before the execution of this agreement. New and vacating leasees, have made an inspection of the property and all necessary deductions have been made to the security deposit returned to the vacating leasee by new leasee.

New leasee understand(s) that They/he/she are/is now bound by the lease established by the original leasee(s) and agrees to abide by all terms and conditions of this lease. New leasee understands the security deposit is held at First Citizens Banks, Ridgewood Shopping Center, Raleigh. I(We) have received and read a complete copy of the lease, with any additions, attachments and changes, from the vacating leasee.

I/We, new leasee(s), assume(s) any liability for which a DEDUCTION from the security deposit may be made in the future regardless of when, how or by whom damage and/or charges where made.

All other covenants and conditions of the lease shall remain in effect, and no covenant or condition of the lease shall be deemed waived by any action or non-action in the past.

New leasee should confirm with Birch-Moore, in writing, the current rental amount, the status of the lease, any changes in terms, conditions or rules and regulations made since the lease was signed and any rental amount outstanding.

This form is null and void without signatures of ALL leasees( Assignors and Assignees) AND agent for owner/lessor, Birch-Moore, Inc.

\_\_\_\_\_ vacating leasee \_\_\_\_\_ date

\_\_\_\_\_ new leasee \_\_\_\_\_ date

\_\_\_\_\_ for Birch-Moore Inc. \_\_\_\_\_ date