

ASSIGNMENT AND ASSUMPTION OF

STATE OF TEXAS §

§

COUNTY OF _____ §

This Assignment and Assumption of _____ (this “Assignment”) is executed and delivered on this the ____ day of _____, 2021, by _____ (“Assignor”), to and in favor of _____ (“Assignee”).

- A. The City of _____, Texas (the “City”), and Assignor entered into that certain _____ Agreement dated _____ (the “Agreement”).
- B. _____ (*explain reason for assignment*).
- C. Assignor desires to assign all of Assignor’s rights in the Agreement, to Assignee, and Assignee desires to acquire and accept the same from Assignor, subject to the terms, conditions and limitations herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor has ASSIGNED, TRANSFERRED AND CONVEYED and by these premises does hereby ASSIGN, TRANSFER AND CONVEY to Assignee all of Assignor’s right, title and interest in, to and under the Agreement.

2. Assumption. Assignee, by its acceptance hereof, hereby agrees to all terms and conditions of the Agreement and covenants and agrees to assume and perform all duties and obligations to be performed and/or discharged by Assignor under the Agreement.

3. Mutual Indemnity. Assignor hereby agrees to indemnify, defend and hold Assignee harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorneys’ fees, disbursements and amounts paid in settlement of claims) which are the obligation of the “Assignor” under the Agreement and/or which arise out of the failure of the Assignor or its predecessors-in-interest to fulfill their respective obligations under the Agreement, and which have accrued or been incurred prior to the date of this Assignment. Assignee hereby agrees to indemnify, defend and hold Assignor harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorney’s fees, disbursements and amounts paid in settlement of claims) which arise out of the failure of the Assignee or its successors-in-interest to fulfill their respective obligations under the

Agreement assumed pursuant to this Assignment, and which have accrued or been incurred on or after the date of this Assignment.

4. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.

5. Binding Effect. All of the terms, provisions, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings and captions in this Assignment are for convenience only, and shall not control or affect the meaning or construction of any provision of this Assignment.

7. Counterparts; Facsimile Signatures. Facsimile signatures appearing hereon shall be deemed an original, and this Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be a complete executed document for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

ASSIGNOR:

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, on behalf of said company.

NOTARY PUBLIC, State of Texas

(SEAL)

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

(SEAL)

CONSENT:

CITY OF _____, TEXAS,
a Texas home-rule municipal corporation

By: _____
_____, Mayor
City of _____

_____, Texas _____

Date: _____

ATTEST:

By: _____
_____, City Secretary

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, _____, as Mayor of the City of _____, Texas, a Texas municipal corporation, on behalf of said corporation.

NOTARY PUBLIC, State of Texas

(SEAL)