LANDLORD'S CONSENT TO LEASE ASSIGNMENT

This Landlord's Consent to Lease Assignment (this "Consent") is made among the Landlord, the Assignor and the Assignee named below and takes effect on _____, 20____ (the "Effective Date").

Landlord: _____, mailing address _____.

Assignor (the current tenant): _____, mailing address after the Effective Date _____.

Assignee (the new tenant): _____, mailing address _____.

1. BACKGROUND

The Landlord and the Assignor are parties to a [ ] residential [ ] commercial lease dated _____, as changed by _____ (the "Lease"), for the premises at _____ (the "Premises"). The current term ends on _____.

The Assignor wishes to assign its entire interest as tenant in the Lease to the Assignee under a written agreement between them dated _____ (the "Assignment") and has asked for the Landlord's written consent.

2. CONSENT

The Landlord consents to the Assignment, effective on the Effective Date, on the terms of this Consent and subject to any conditions listed below. From the Effective Date, the Landlord will recognize the Assignee as the tenant under the Lease.

Consent fee (if any): $_____, payable by [ ] the Assignor [ ] the Assignee [ ] both in equal shares, on or before the Effective Date.

3. CONDITIONS OF CONSENT

Check each that applies. On or before the Effective Date: [ ] the tenants deliver to the Landlord a complete copy of their signed assignment agreement; [ ] all rent and charges due through the Effective Date are paid; [ ] the Assignee delivers proof of the insurance the Lease requires; [ ] _____ signs a written guaranty of the Assignee's obligations; [ ] other: _____.

The Landlord may waive a condition only in writing. If a condition is neither met nor waived by the Effective Date, the Landlord may withdraw this consent by written notice, and until every condition is met or waived the Assignor remains the tenant.

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4. ASSUMPTION BY THE ASSIGNEE

The Assignee accepts the Assignment and agrees with the Landlord that, from the Effective Date, it will pay all rent and other charges and perform every obligation of the tenant under the Lease for the rest of the term and any renewal or extension. The Assignee has received and read a complete copy of the Lease.

Residential leases: only the Assignee and the other occupants the Lease allows may occupy the Premises from the Effective Date. Commercial leases: the Assignee will use the Premises only for _____, as the Lease allows.

5. LIABILITY OF THE ASSIGNOR

The Assignor stays responsible to the Landlord for every obligation under the Lease that arose before the Effective Date.

Check one: [ ] the Landlord releases the Assignor from every obligation under the Lease arising on or after the Effective Date; [ ] the Assignor is not released and remains liable to the Landlord, jointly and severally with the Assignee, until _____ (or the end of the current term if blank), and the Landlord may collect from the Assignor without first suing the Assignee. If the Assignor stays liable: [ ] the Landlord will send the Assignor copies of written notices of default; [ ] later amendments or extensions do not increase the Assignor's liability without its written agreement.

6. SECURITY DEPOSIT

Check one: [ ] the Landlord holds a deposit of $_____ for the Assignee from the Effective Date, and the Assignor gives up any claim to it against the Landlord; [ ] the Landlord returns the Assignor's deposit of $_____, less deductions the Lease and the law allow for the period before the Effective Date, within _____ days, and the Assignee pays a new deposit of $_____; [ ] the Landlord holds no security deposit.

7. LANDLORD'S STATEMENTS

To its knowledge, the Landlord states that the Lease is in full force, rent has been paid through _____, and (check one) [ ] no default by the tenant exists; [ ] no default exists except the following, which the Assignor will cure before the Effective Date: _____.

8. LIMITS OF THIS CONSENT AND GENERAL TERMS

The consent covers this Assignment only. Later transfers still need the Landlord's consent as the Lease requires, and nothing here waives a restriction on transfer in the Lease. This Consent does not amend the Lease; apart from the change of tenant and these terms, the Lease stays in full force, and this Consent controls over any conflicting agreement between the tenants. The Landlord makes no promise here about the condition of the Premises.

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From the Effective Date, notices under the Lease go to the Assignee. The laws of the State of _____ govern this Consent. It can be changed only in a signed writing, and if any part is unenforceable the rest stays in effect. It may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

Landlord (consent)

Signature: _____ Date: _____

Printed Name: _____

Assignor

Signature: _____ Date: _____

Printed Name: _____

Assignee

Signature: _____ Date: _____

Printed Name: _____

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