



Individual Lease Assignment Agreement

The following items are to be used as a guideline in facilitating a smooth transfer.

1. Any current resident who would like to have someone take their place on the Residential Lease Agreement, must have the new tenant fill out an application and return it to us with the application fee of \$40.00 in addition to a cosigner, if needed, would be required.
2. Any balance due on the account must be paid in full prior to acceptance of the new tenant.
3. If a lease guarantee is required, the guarantor must fill out and have notarized the lease guarantee form as well as an application and return it to us prior to move in.
4. All persons presently on the lease must agree to and sign the Individual Lease Assignment Agreement.
5. We require that your copy of the move in check sheet be shown to the Tenant and that they read and understand it. If this has not been done, upon request, we will make a copy of the move in check sheet and give it to the new tenant.
6. The new tenant is NOT allowed to move in until the above items have been taken care of. If it is found that the new tenant has moved in, we may be forced to take legal action.
7. It is important that the new tenant understands that he/she is assuming, along with the other tenant, full responsibility (jointly and severally) for the premises including but not limited to timely payment of rent, utilities, causing no damages, and carpet cleaning and lock change.
8. This assignment is not binding until TD Real Estate, LLC has signed the Individual Lease Assignment Agreement.
9. TD Real Estate, LLC, will not refund the security deposit. It is up to the vacation resident to make arrangements with the new tenant for the security deposit to be transferred.
10. The assignment fee of \$250.00 (two hundred fifty and 00/100 dollars) (per current lease) per departing tenant is due and payable when the new tenant's application is submitted. No transfer will be valid without prior payment.
11. Current tenant is allowed to advertise as an individual. They are NOT allowed to use TD Real Estate as the contact or any where on the advertisement. You must use your own contact information. TD Real Estate, LLC will list the property on our website on your behalf once we receive the 30-Day Notice To Vacate and we must have written notice to advertise.

Individual Lease Assignment Agreement

Property Address: _____

Former Tenant(s): _____

Former Guarantor(s): _____

New Tenant(s): _____

New Guarantor(s): _____

Original Lease Term Beginning: _____ Ending: _____

Assigned Lease Term Beginning: _____ Ending: _____

Effective Date of Assignment: _____

1. The Former Tenant affirms that he/she has read and understands this Individual Lease Assignment Agreement. ("Lease Assignment")
2. This Lease Assignment shall not become effective unless approved and signed by TD Real Estate, LLC.
3. The New Tenant has completed the Application for Rental Property and has been approved as a Tenant by TD Real Estate. TD Real Estate has received and approved the Guaranty Agreement, if required.
4. The assignment fee of \$250.00 (two hundred fifty and 00/100 dollars) (per current lease) per departing Tenant shall be paid by the Former Tenant on New Tenant's submittal of his/her Application for Rental Property. No Lease Assignment will be effective without this payment.
5. The New Tenant is acceptable to all remaining Tenants as indicated by their signatures below.
6. The Former Tenant agrees to vacate the Rental Property immediately on the date or before the signing of this Lease Assignment and to vacate without default including, but not limited to, the payment of all rents, charges, utilities and fees.
7. Former Tenant and former guarantor are released and hold harmless, the owner of the leased property, TD Real Estate, LLC and its agents and employees from any and all claims arising out of the lease or of Former Tenant's occupancy of the Rental Property.
8. Former Tenant hereby relinquishes all claims to his/her security deposit and assigns the security deposit to new tenant to be held by TD Real Estate, LLC or Owner. New Tenant may pay any prorated portion of the security deposit to Former Tenant's occupancy of the Rental Property.
9. It is agreed and understood that TD Real Estate, LLC will not return any prorated rent or other funds to the Former Tenant. Rents and other charges (e.g. utilities) for the current and prior months are to be worked out between the Former and New Tenant.
10. New Tenant accepts the Property is its "AS-IS" condition.
11. New Tenant and New Guarantor, if required, acknowledge by their signatures below that they have reviewed the Residential Lease Agreement ("Lease") and all of its attachments, as they agree to be jointly and severally bound by the obligations, promises, and covenants of the Lease, including timely payments of all rents due from and after the Effective Date until the end of the lease term.

12. TD Real Estate, LLC consents to this assignment is subject to the conditions set forth in the Lease Assignment and TD Real Estate's consent to this assignment shall not act as consent to other assignments.
13. This Lease Assignment shall become effective when all conditions of this Lease Assignment have been met and all parties have signed the Lease Assignment. When effective all of the Former Tenant rights and obligations under their Residential Lease Agreement ("Lease") with TD Real Estate, LLC dated _____ be assigned (transferred) to New Tenant, and Former Tenant and Former Guarantor, if any, shall be released from liability under the Lease from and after the date this Lease Assignment becomes effective, but not from any liabilities arising prior to the effective date of this Lease Assignment.
14. When this Lease Assignment becomes effective, the Lease shall be amended to substitute New Tenant and New Guarantor for the Former Tenant and Former Guarantor.
15. The Lease Assignment incorporates the Lease reference.
16. This Lease Assignment may be signed in multiple copies and such multiple copies taken together shall be considered a fully signed Individual Lease Assignment.

FOR THE CONVENIENCE OF ALL PARTIES, A FACSIMILE AND/OR ELECTRONIC SIGNATURE SHALL SERVE AS AN ORIGINAL.

Former Tenant: _____	Date: _____
New Tenant: _____	Date: _____
New Tenant: _____	Date: _____
New Tenant: _____	Date: _____
New Tenant: _____	Date: _____
Former Guarantor: _____	Date: _____
Former Guarantor: _____	Date: _____
New Guarantor: _____	Date: _____
New Guarantor: _____	Date: _____
Agent for Owner: _____	Date: _____

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