**NOVATION AGREEMENT**

This Novation Agreement (the “Novation”) is made as of the date of execution on the signature page below by and between [PARTY ASSIGNING THE AGREEMENT], (the “Transferor”), and [PARTY BEING ASSIGNED THE AGREEMENT] (the “Party in Substitution”), with each having a place of business at the address indicated on the signature page below. Both the Transferor and the Party in Substitution may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Transferor entered into an agreement with [THIRD PARTY] (the “Other Party”) whereby [DESCRIBE AGREEMENT BETWEEN ASSIGNOR AND THIRD PARTY] on or around [DATE] (the “Agreement”);

WHEREAS, on or around [DATE] the Transferor obtained written consent from the Other Party to the novation of the Agreement to the Party in Substitution;

WHEREAS, the Party in Substitution has received a copy of the Agreement and agrees to perform pursuant to the terms and conditions articulated therein; and

WHEREAS, the Party in Substitution hereby accepts the novation pursuant to the terms and conditions hereunder.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties agree as follows:

1. **NOVATION.** Effective [DATE] (the “Effective Date”), the Party in Substitution shall be substituted for Transferor in the Agreement and shall assume all obligations and rights thereunder. The Party in Substitution undertakes to fully perform all such obligations under the Agreement in the place of Transferor and covenants to the Other Party to perform accordingly.
2. **CONSIDERATION.** In consideration of the novation granted hereunder, the Party in Substitution agrees and acknowledges that it shall pay to the Transferor $[AMOUNT] on or before three (3) days from the date of this Novation. The Parties agree and acknowledge that the assignment hereunder shall not be effective until such amount is paid accordingly.
3. **RELEASE.** The Parties agree and acknowledge that the Transferor is hereby relieved from all obligations under the Agreement and as such: (i) the Other Party may not make any claim against the Transferor regarding the performance of the Agreement and (ii) the Party in Substitution shall be held liable for any and all matters arising under the Agreement.
4. **INDEMNIFICATION.** To the extent permitted by applicable law, the Transferor shall indemnify the Party in Substitution against all suits, claims, causes of action that the Other Party asserts against the Party in Substitution arising under or with respect to the Agreement, any other documents or instruments delivered pursuant thereto, or otherwise based on or related to any of the foregoing, including, but not limited to, contract claims, statutory claims, tort claims, and all other claims at law or in equity with respect to the rights and obligations sold and assigned pursuant to this Assignment that arise on or prior to the Effective Date
5. **REPRESENTATIONS AND WARRANTIES.** The Transferor represents and warrants that: (i) it is the legal and beneficial owner of the rights assigned hereunder; (ii) the rights assigned hereunder are free and clear of any lien, encumbrance, or other adverse claim to the best of its knowledge; (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Novation and to consummate the transactions contemplated herein.
6. **MISCELLANEOUS.**
	1. *Independent Representation.* Each Party acknowledges that he or she has been represented by independent legal counsel of his or her own choice throughout all of the negotiations which preceded the execution of this Novation (or has waived such right) and that he or she has executed this Novation with the consent and upon the advice of such independent legal counsel.
	2. *Novation.*No Party may assign or transfer its rights or obligations under or interest in this Novation without the prior written consent of the other Party.
	3. *Integration.* This Novation constitutes the entire understanding and agreement of the Parties with respect to its subject and supersedes any prior agreements.
	4. *No Waiver.* No term of this Novation may be waived, modified, or amended except by an instrument in writing signed by both of the Parties. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.
	5. *Governing Law; Venue.* This Novation shall be construed with and governed by the substantive laws of the State of [STATE]. Should any claim or controversy arise between the Parties under the terms of this Note or in furtherance of this Novation, such claim or controversy shall be resolved only in the state or federal courts located in [COUNTY, STATE].
	6. *Counterparts.*This Novation may be executed in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.
	7. *Notices.* All notices, requests, demands and other communications required or permitted under this Novation shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or by email, addressed as set forth below or as communicated by either Party after the execution of this Novation:

Transferor

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

Party in Substitution

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

* 1. *Attorney’s Fees.* The prevailing party in any action arising out of this Novation shall be entitled to recover reasonable attorney’s fees as part of any judgment

[signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Novation in accordance with the dates as indicated below.

**[ASSIGNOR]:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

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City, State, Zip

**[ASSIGNEE]:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

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Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip

**[OTHER PARTY]:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

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City, State, Zip