United States of America Department of the Interior Bureau of Indian Affairs

Contract Assignment

(If used, this form should be used in its entirety.

Modifications should be reviewed and approved by the Solicitor.)

Part I – Assignment

 , hereinafter called the Assignor, whose address is , being

1. (an) (individual) (partnership) (corporation), for and in consideration of the sum of one dollar ($1) and other valuable consideration, hereby assign, transfer, and set over to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the Assignee, whose address is

 , being (a) (an) (individual) (corporation), all of (my) (our) (its) right, title, and interest in and to that certain Timber Contract No. , Logging Unit,

 Indian Reservation, State of , which was entered into on the , day of , , between the Tribe(s) of the

 Indian Reservation, as Seller, and …

Part II – Assignor (Select appropriate paragraph)

Alternative A (Assignor is Purchaser)

…the Assignor as Purchaser (approved by the , Bureau of Indian Affairs on , 20 ) together with any balance on deposit under said contract with the Indian Agency to the credit of the Assignor.

Alternative B (Assignor previously and Assignee)

… , as Purchaser (approved by the

 , Bureau of Indian Affairs on , 20 ) which contract was thereafter assigned by the Purchaser to , the Assignor herein (approved by the , Bureau of Indian Affairs, on

 , 20 ), together with any balance on deposit under said contract with the Indian Agency to the credit of the Assignor.

Part III – Special Conditions, if any

Part IV – Effect of Assignment on Assignors liability (Select appropriate paragraph) Alternative A (Without release of Assignor liability)

This assignment shall become effective upon approval by the

 , Bureau of Indian Affairs. Upon this assignment becoming effective, the Assignor, and its sureties, shall continue to be responsible for the performance of each and every obligation required of the Assignee to be performed under said Timber Contract No. and shall be liable for the non-performance of any such obligation.

Alternative B (Release of Assignor and Assignor’s surety from liability)

This assignment shall become effective upon approval by the

 , Bureau of Indian Affairs. Upon this assignment becoming effective, neither the Assignor nor the Tribe(s) of the

 Indian Reservation or the United States of America shall have any further obligations to the other and each shall be discharged and released from any and all claims and liabilities arising under the said Timber Contract No. after said approval and the Assignor’s sureties shall also be released from any further obligations under this bond.

Part V – Execution by Assignor (Select appropriate alternative)

Witness (my) (our) hand(s) and seal this day of

 , 20 .

Alternative A (Individual or Partnership) Alternative B (Corporation)

Name of Firm Name of Corporation

Address Address

BY BY

Name Name

Title Title

(Corporate Seal)

Attest:

 Secretary

Part VI Assignees Acceptance (use this paragraph in all cases)

The undersigned Assignee hereby acknowledges receipt of a true copy of the Timber Contract referred to in the foregoing assignment and hereby accepts the foregoing assignment, and in consideration of such assignment, promises and agrees to abide by and fulfill the terms and obligations set forth in the foregoing Timber Contract Assignment and in said Timber Contract.

In Witness Whereof, the undersigned (has – have) executed this assignment as of the day of approval herein below set forth.

Part VII Execution by Assignee

Alternative A (Individual or Partnership) Alternative B (Corporation)

Name of Firm Name of Corporation

Address Address

By By Name Name

Address Title

(Corporate Seal)

Name

Attest:

Address Secretary

Etc. as needed.

Part VIII – Liability of Surety (use only where Assignor is not released from liability (See Part IV Alternative A)

Consent and Commitment of Assignor’s Surety

 is Surety on a certain performance bond in the sum of dollars ($ ) given to insure the Assignor’s faithful performance of the terms of the Timber Contract referred to in the foregoing assignment. The Surety does hereby consent to the foregoing Timber

Contract Assignment and gives its commitment to be bound by the assignment of such contract and the Assignee’s performance of the terms and obligations of said contract.

In Witness Whereof, the Surety has caused this Consent and Commitment to be executed by its authorized Corporate Officer or agent this day of

 , 20 .

SURETY

(Corporate Seal)

Name of Surety

By: Authorized Officer or Agent

Title

Part IX – Sellers Consent and Approval (Use this paragraph in all cases)

The Tribe(s) of the

 Indian Reservation pursuant to Resolution No. passed by its governing body on the day of , 20 , at

 , has caused this assignment to be executed by its Chairman and attested to by its Secretary, this day of

 , 20 .

Attest: Secretary Chairman

Approval by the Bureau of Indian Affairs

Approved:

Date

By:

Name

Title

INSTRUCTIONS

* 1. The part numerals and titles are for instructions only, and are to be deleted from the Assignment.
	2. Use Single spacing for paragraphs and appropriate spacing for signatures, etc.
	3. Choose appropriate word where a choice is provided in parentheses.
	4. Choose appropriate Alternative paragraph.
		+ Part II A or B
		+ Part IV A or B
		+ Part V A or B
		+ Part VII A or B
		+ Part VIII Use only with Part IV Alternative A