ASSIGNMENT AND ASSUMPTION OF HOUSING
CHOICE RENTAL ASSISTANCE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF HOUSING CHOICE RENTAL ASSISTANCE
AGREEMENT ("Assignment Agreement") is made and entered as of the Effective Date (as such term is defined in
Section 9 below) by and between _______________________, a ____________________, ("Assignor"), and
_______________________, a ____________________ ("Assignee").

BACKGROUND STATEMENT

The Housing Authority of the City of Atlanta, Georgia ("AHA") and Assignor entered into a Housing Choice
Rental Agreement dated ___________________ ("HCRA Agreement") for the residential rental unit more particularly
described on Exhibit A attached hereto ("HCRA Unit"). AHA enters into HCRA Agreements with owners to promote
and support the leasing of quality affordable housing to eligible households under AHA’s Housing Choice Tenant
Based Voucher Program ("Program"), which is administered in accordance with the policies and procedures
developed and implemented by AHA pursuant to AHA’s Statement of Corporate Policies and 24 CFR Part 982, as
modified by AHA’s MTW Agreement.

Assignor and Assignee have entered into an agreement dated as of __________, 20___, (the "Agreement"),
wherein Assignor agrees to sell, and Assignee agrees to purchase, the HCRA Unit. The conveyance of the HCRA
Unit from Assignor to Assignee pursuant to the Agreement is being closed concurrently with the execution of this
Assignment Agreement.

[OR]

Assignee purchased the HCRA Unit from Assignor as of __________ , 20___, as reflected in the copies of
the recorded deed and settlement statement attached hereto as Exhibit B.

Assignor and Assignee desire to enter into this Assignment Agreement with the expectation that, from and
after the Effective Date, AHA shall make HCRA Payments to Assignee provided that Assignee operates and maintains
the HCRA Unit in accordance with the terms and conditions set forth in the HCRA Agreement.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants contained herein,
and for the other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby
acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms
that are set forth in the HCRA Agreement.

2. Assignment and Assumption; Administration of HCRA Payments. Assignor hereby assigns, sells,
transfers, and sets over unto Assignee all right, title, and interest of Assignor in, to, and under (a) the HCRA Agreement
and (b) the HCRA Payments. Assignor hereby accepts the foregoing assignment and assumes and agrees to observe
and perform all of the duties, obligations, terms, provisions, and covenants set forth in the HCRA Agreement.
Assignor and Assignee acknowledge and agree that, promptly after the Effective Date, AHA shall suspend further
HCRA Payments to Assignor. Provided that the Effective Date occurs prior to the 20th day of the calendar month,
AHA shall commence making HCRA Payments to Assignee, subject to the terms and conditions of the HCRA
Agreement, in the following calendar month. Assignor and Assignee acknowledge and agree that, even if Assignee
shall have acquired the HCRA Unit prior to the Effective Date, AHA shall have no responsibility whatsoever for
recovering or redirecting HCRA Payments made to Assignor or any other party prior to the Effective Date.

3. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee and AHA:

   (a) that Assignor has the full power and authority to enter into this Assignment Agreement;

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(b) that Assignor has the sole and absolute right and title to assign the HCRA Agreement and the HCRA Payments due or to become due thereunder;

(c) that Assignor has not previously assigned, sold, transferred, set over, or otherwise encumbered the rights conveyed herein to any other person or entity; and

(d) that Assignor has provided Assignee with copies of fully executed counterparts of the HCRA Agreement, the Lease, and the HCRA Lease Addendum.

4. **Representations and Warranties of Assignee.** Assignee represents and warrants to Assignor and AHA:

   (a) that Assignee has the full power and authority to enter into this Assignment Agreement;

   (b) that Assignee has not been debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24, nor has Assignee been listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs;

   (c) that no member of the household occupying the HCRA Unit is a spouse, parent, child, grandparent, grandchild, sister, or brother of Assignee (including any Principal or Interested Party of Assignee or Assignee’s management agent); and

   (d) that Assignee has obtained from the household occupying the HCRA Unit, or will obtain from the household promptly after the closing of Assignee’s purchase of the HCRA Unit, a signed acknowledgment form substantially in the form attached hereto as Exhibit C.

5. **Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto or AHA, such further instruments of transfer and assignment, and to take such other action, as such other party or AHA may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment Agreement.

6. **AHA’s Rights Under this Assignment Agreement.** Assignor and Assignee agree that AHA shall have the right to rely upon the representations and warranties contained herein and to enforce the terms and conditions hereof as it deems appropriate.

7. **Governing Law.** This Assignment Agreement shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of Georgia.

8. **Counterparts.** This Assignment Agreement may be executed in one or more counterparts, including by means of an Electronic Signature, all of which shall be considered one and the same agreement.

9. **Effective Date.** This Assignment Agreement shall become effective upon the date of AHA’s execution of the attached Consent to Assignment (“Effective Date”). AHA shall execute such Consent to Assignment only after AHA has verified that all of AHA’s changes of ownership requirements under the Program, which can be found at [http://atlantahousing.org/for_landlords.php#forms](http://atlantahousing.org/for_landlords.php#forms), have been satisfied by Assignor and Assignee.

   [Signatures are on the following pages]
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed as of the Effective Date.

ASSIGNOR:

By: ____________________________

Printed Name: __________________

Title: __________________________

Date of Signature: ________________

ASSIGNEE:

By: ____________________________

Printed Name: __________________

Title: __________________________

Date of Signature: ________________
CONSENT TO ASSIGNMENT

The Housing Authority of the City of Atlanta, Georgia hereby consents to the assignment of the rights described in the foregoing Assignment Agreement based upon the representations, warranties, and covenants of Assignor and Assignee contained therein. Landlord’s consent to such assignment shall not be construed as (a) AHA’s consent to any subsequent assignment or transfer of the HCRA Agreement or the right to receive HCRA Payments thereunder, (b) a waiver of any of the terms or conditions of the HCRA Agreement, or (c) any release of Assignor from any of Assignor’s obligations under the HCRA Agreement or the HCRA Lease Addendum arising prior to the Effective Date.

THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA

By: ________________________________

Printed Name: _______________________

Title: ______________________________

Effective Date: _____________________
EXHIBIT A

HCRA UNIT

TENANT(S):

HCRA UNIT ADDRESS:

CITY, STATE, AND ZIP CODE:
EXHIBIT B

RECORDED DEED AND SETTLEMENT STATEMENT

[if applicable, please attach]
EXHIBIT C

FORM OF TENANT ACKNOWLEDGMENT

[see attached]
TENANT ACKNOWLEDGMENT OF CHANGE OF OWNERSHIP

SECTION 1 – FORMER OWNER/LEASE INFORMATION

Name of Former Owner: ____________________________________________
Address of Former Owner: _________________________________________
Property Name: _________________________________________________
Housing Unit Address: _____________________________________________
Date of Lease: ___________________________________________________
Date of Lease Addendum: ________________________________________

SECTION 2 – HOUSING UNIT INFORMATION

New Owner Name: ________________________________________________
New Owner Address: _____________________________________________
Management Agent Name: _________________________________________
Management Agent Address: _______________________________________
Phone Number for Repairs: _________________________________________
Address for Rental Payments: ______________________________________
Effective Date: _________________________________________________

SECTION 3 – ACKNOWLEDGMENT

The undersigned Head of Household member, acknowledges that: (a) the “New Owner” named in Section 2 purchased or acquired the housing unit covered by the lease described in Section 1 (the “Lease”); (b) commencing on the Effective Date described in Section 2, rental payments under the Lease shall be made to the address for rental payments described in Section 2; and (c) commencing on the Effective Date, the phone number described in Section 2 shall be used for repairs and other maintenance calls for the housing unit.

_______________________________________________________________
Signature

_______________________________________________________________
Printed Name

_______________________________________________________________
Date