**ASSIGNMENT OF CONTRACT**

**AMENDMENT # \*\***

Between the State of Nevada

Acting By and Through Its

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| Agency Name: |  |
| Address: |  |
| City, State, Zip Code: |  |
| Contact: |  |
| Phone: |  |
| Fax: |  |
| Email: |  |

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| --- | --- |
| Contractor Name (Assignor): |  |
| Address: |  |
| City, State, Zip Code: |  |
| Contact: |  |
| Phone: |  |
| Fax: |  |
| Email: |  |

|  |  |
| --- | --- |
| Contractor Name (Assignee): |  |
| Address: |  |
| City, State, Zip Code: |  |
| Contact: |  |
| Phone: |  |
| Fax: |  |
| Email: |  |

1. **AMENDMENTS**. All provisions of the original contract dated MMDDYYYY remain in full force and effect with the exception of the following:
   1. Assignment. Assignor assigns and delegates all right, title and interest in the original contract to Assignee. Assignee hereby accepts the foregoing transfer, assignment and delegation of the original contract and of all right, title and interest accrued, or to accrue, in, to and under the original contract, and hereby covenants to perform all of the terms, conditions and agreements therein contained on its part to be performed. Assignee, in consideration of the assignment and the foregoing consent to it, unconditionally and irrevocably assumes the obligations of the original contract and its specifications, as well as any and all obligations and liabilities of Assignor, presently accrued or that may accrue, under and in connection with the original contract, or the performance or failure of performance of, equally and effectually, in all respects, as if Assignee had been originally, and at all later times hereafter, the second party to the original contract, in the place and stead of Assignor, and as if any and all acts, omissions or defaults of Assignor to date had been the acts, omissions or defaults of Assignee.
   2. State Assent. The State hereby ratifies and assents to Assignors' transfer and assignment of all rights and delegation of the performance of all obligations under the original contract to Assignee. All terms, conditions and agreements of the original contract shall be binding upon Assignee as successor in interest to Assignor.
   3. Notice. All communications, including notices, required or permitted to be given under the original contract shall be in writing and shall be directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
   4. Insurance. Assignee, as an independent contractor and not an employee of the State, must provide policies of insurance in amounts set forth in the original contract and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the original contract. The State shall be named as an additional insured or a loss payee as appropriate on any and all insurance policies taken by Assignee. Assignee shall not commence work before:
2. Assignee has provided the required evidence of insurance to the Contracting Agency of the State, and
3. The State has approved the insurance policies provided by Assignee.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State’s approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Assignee shall provide policies of insurance in amounts set forth in the original contract.

1. **INCORPORATED DOCUMENTS**. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this assignment.
2. **REQUIRED APPROVAL**. This Assignment of Contract and Amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Contract and Amendment to the original Contract to be signed and intend to be legally bound thereby.

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| Independent Contractor’s Signature  On behalf of Assignor | Date |  | Independent Contractor’s Title |

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|  |  |  |  |
| Independent Contractor’s Signature  On behalf of Assignee | Date |  | Independent Contractor’s Title |

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| --- | --- | --- | --- |
|  |  |  |  |
| Signature on behalf of Contracting Agency | Date |  | Title |

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| --- | --- | --- | --- |
|  |  |  |  |
| Signature | Date |  | Title |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | APPROVED BY BOARD OF EXAMINERS |
| Signature – Board of Examiners |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | On: |  |
|  |  |  | Date |

|  |  |  |  |
| --- | --- | --- | --- |
| Approved as to form by: |  |  |  |
|  |  | On: |  |
| Deputy Attorney General for Attorney General |  |  | Date |