

Wages, Assignment of

This Assignment is made on _____ (Date), by and between _____ ("Employee" and "Assignor") at _____ ("Employee Address"), and the Assignee ("Assignee") _____, at _____ ("Assignee Address").

In consideration of forbearance on a debt, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subject to paragraph 2 below, Assignor assigns and transfers to Assignee \$ _____ per month, or other agreed upon pay period, or _____% of all salary, wages, bonuses, commissions and other compensation or remuneration payable to the Assignee ("Wages") by his or her primary employer, _____, and any other secondary employer of the Assignor (collectively the "Assigned Wages").
2. Notwithstanding the assignment referred to in paragraph 1 above, the amount of the Assigned Wages assigned to the Assignee by the Assignor shall not exceed the maximum amount permitted to be assigned by the laws of the jurisdiction of the place of employment of the Assignor, and nothing herein shall be construed or interpreted as effecting an assignment of any greater amount.
3. This Assignment shall continue in full force and effect from the date hereof to the date upon which the Assignor has repaid in full to the Assignee all of the debts, liabilities and obligations owing to the Assignee, after which time this Assignment shall terminate automatically. The Assignee shall have the right to notify any employer of the Assignor to comply with the terms of this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the state Employee is working in.
5. This Assignment will inure to the benefit of the successors and assigns of the Assignee.

6. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the Assignee: _____.

If to the Assignor: _____.

7. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

8. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this

Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

9. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

10. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

11. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Assignee

Assignor

Date

Wages, Assignment of Review List

This review list is provided to inform you about the document in question and assist you in its preparation. Assignment of wages is a serious matter and an excellent tool to collect a judgment, especially a small one. The leverage in the agreement is the Assignor will sign for a small monthly sum to avoid judgments or close to judgment awards from being attached to his house and/or car and then being foreclosed upon. The Assignments are common in child support matters these days. However, in that instance, the government, or the governmental body, will prepare the forms and serve them upon the Assignor's employer, who has limited rights, under most state laws, to object to said payments.