

**IMPORTANT NOTICE:** This sample form, **ASSIGNMENT OF MONIES DUE UNDER PUBLIC IMPROVEMENT CONTRACT**, is acceptable to the Dormitory Authority for contractor assignments of contract payments. This form has important legal consequences, and should be prepared and executed under the supervision of an attorney. It is the ultimate responsibility of the user and the user's attorney to determine the legal sufficiency of the form for the use intended with or without change. In connection with the use of this form, the Dormitory Authority shall not be liable for any loss or damage however caused or by whoever used.

**ASSIGNMENT OF MONIES DUE  
UNDER PUBLIC IMPROVEMENT CONTRACT**

***KNOW ALL BY THESE PRESENTS,*** that \_\_\_\_\_ (hereinafter referred to as the "Assignor") hereby forever assigns, transfers and sets over to \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter referred to as the "Assignee"), the sum of \_\_\_\_\_ Dollars (hereinafter referred to as the "Assigned Sum") out of the first monies due or soon to become due to the Assignor under Contract Number \_\_\_\_\_ (hereinafter referred to as the "Contract") between the Assignor and the **DORMITORY AUTHORITY** (hereinafter referred to as "DASNY") for work concerning the public improvement project known as \_\_\_\_\_;

***AND*** the Assignor does hereby authorize, empower and direct DASNY or any department thereof, to pay to the Assignee, its assigns and successors, the Assigned Sum from monies due or to become due to the Assignor by virtue of said Contract;

***AND*** the Assignor does hereby certify that the Assignor has not encumbered nor done any act or acts to lessen any rights of the Assignor or its assigns, nor any security given under said Contract, and that the Assignor has a good right to assign said money or monies due or to become due under said Contract;

*AND* the Assignor does hereby agree that the Assignor will make, execute and deliver any and all papers, instruments and documents that may be required by the Assignee, its assigns and successors, and DASNY or any department thereof, to effectuate the purpose hereof;

*AND* the Assignor does hereby appoint the Assignee, its assigns and successors, the lawful attorney, irrevocably, with full power of substitution and revocation, to ask for, collect, demand and receive; to prosecute and sue for, by proceedings or otherwise, in a court of law or equity; to give acquittance for said money or monies due or to become due, or any part thereof; and to withdraw any claims, suits or proceedings pertaining to or arising out of its assignment;

*AND* the Assignor does hereby further covenant pursuant to Section 25 of the Lien Law that the Assignor will receive any monies advanced hereunder by the Assignee and will hold the right to receive such monies as a trust fund; that the Assignor will first apply said fund to the payment of trust claims as defined in Section 71 of the Lien Law and that the Assignor will apply same to such payments only, before using any part of the advances for any other purpose.

*IN WITNESS WHEREOF* the Assignor does hereby set its hand and seal or cause these presents to be signed by its proper corporate officer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, Assignor  
Name of Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

**CORPORATE ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) ss.:  
County of \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the president or other officer or director or attorney in fact duly appointed) of the (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

\_\_\_\_\_  
(Signature and office of person taking acknowledgment.)

**UNIFORM ACKNOWLEDGMENT**

(For Use by All Persons and Entities Other Than Corporations)

State of New York )  
 ) ss.:  
County of \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of person taking acknowledgment.)

**NOTE: In addition, the attached IRS W-9 Form must be completed by the Assignee and filed with this Assignment in order for payment to be made to the Assignee.**