

13-818. Assignment and delegation; definition and presumptions.

[An assignment is an act or an expression that is intended to transfer a right under the contract to another person. Unless the parties have agreed otherwise, _____ (*the assignor*) is entitled to assign [his] [her] rights and interest under the contract. If _____ (*the assignor-obligee*) has made an assignment to _____ (*the assignee*), then _____ (*the assignee*) is entitled to receive the benefits of the contract and is entitled to enforce _____'s (*the obligor*) obligations under the contract.]

[A delegation is a transfer of a duty or an obligation under the contract to another. Normally, if a person assigns [his] [her] rights and interests under the contract, [he] [she] also delegates [his] [her] duties of performance. Therefore, unless the language and conduct of _____ (*the assignor*) and _____ (*the assignee*), and the surrounding circumstances, show that _____ (*the assignor*) did not intend to delegate [his] [her] duties to _____ (*the assignee*), then _____ (*the assignee*) is also obligated to perform _____'s (*the assignor*) duties under the contract.]

USE NOTE

Where questions of fact arise as to whether an assignment or delegation has occurred, the jury should be given the general definition of assignment or delegation or both, in conjunction with UJI 13-804 and 13-819 as applicable.

[Adopted, effective November 1, 1991.]