

CONTRACT ADDENDUM

1. 1. Parties and Underlying Agreement

This Addendum (the "Addendum") is made effective as of [ADDENDUM EFFECTIVE DATE] between [PARTY A NAME], a [ENTITY TYPE] located at [PARTY A ADDRESS], and [PARTY B NAME], a [ENTITY TYPE] located at [PARTY B ADDRESS] (each a "Party" and together the "Parties"). The Parties are parties to that certain [UNDERLYING AGREEMENT TITLE] dated [UNDERLYING AGREEMENT DATE] (the "Agreement"). Capitalized terms not defined in this Addendum have the meanings given in the Agreement. Each Party represents that the person signing below is authorized to bind that Party.

2. 2. Purpose and Scope of This Addendum

The Parties wish to add terms to the Agreement that it does not currently address. The subject of this Addendum is [SUBJECT, e.g., additional services at a second location, a data processing annex, a new equipment schedule, seasonal pricing]. This Addendum adds obligations to the Agreement and does not delete, rewrite, or replace any existing provision of the Agreement. Any change to language already contained in the Agreement must be made by a separate written amendment signed by both Parties.

3. 3. Incorporation by Reference

This Addendum is incorporated into and made a part of the Agreement as if fully set out in it, and the Agreement and this Addendum will be read and construed together as a single contract. All general provisions of the Agreement — including confidentiality, insurance, limitation of liability, indemnification, notices, assignment, dispute resolution, and governing law — apply to the subject matter of this Addendum unless this Addendum expressly states otherwise. References in the Agreement to "this Agreement" are deemed to include this Addendum from the Addendum Effective Date forward.

4. 4. Additional Terms and Obligations

The following additional terms apply as of the Addendum Effective Date: [ADDITIONAL TERMS — describe the new services, goods, locations, deliverables, standards, or obligations in specific detail]. The Party responsible for performing each added obligation is [RESPONSIBLE PARTY], and performance standards, acceptance criteria, and deadlines for the added obligations are set out in Attachment [ATTACHMENT LETTER]. The added obligations are subject to the same service levels, warranties, and remedies stated in the Agreement, except as modified in Attachment [ATTACHMENT LETTER].

5. 5. Additional Fees and Payment

The consideration for the additional terms is [ADDITIONAL FEE AMOUNT], payable as [PAYMENT STRUCTURE, e.g., a one-time charge, an increase of \$[AMOUNT] to the recurring monthly fee, an hourly rate of \$[RATE], or "no additional charge"]. Amounts due under this Addendum are invoiced and paid on the same terms, methods, and late-payment provisions set out in the Agreement, unless different terms are stated here: [ALTERNATIVE PAYMENT TERMS, or "None"]. Fees under this Addendum are in addition to, and do not replace, the fees payable under the Agreement. All amounts are exclusive of applicable taxes.

6. 6. Term of This Addendum

This Addendum begins on [ADDENDUM EFFECTIVE DATE] and continues until [ADDENDUM END DATE, or "the expiration or earlier termination of the Agreement"]. If this Addendum has an end date earlier than the Agreement, expiration of this Addendum ends only the added obligations and does not affect the Agreement,

which continues in full force. Termination of the Agreement for any reason automatically terminates this Addendum on the same date. Either Party may terminate this Addendum alone by giving [ADDENDUM NOTICE PERIOD, e.g., 30 days] written notice, without terminating the Agreement.

7. 7. Effect on the Agreement

Except for the terms added by this Addendum, the Agreement remains unchanged and in full force and effect, and the Parties ratify and confirm it. Nothing in this Addendum waives any right, claim, or remedy that either Party has under the Agreement, whether it arose before or after the Addendum Effective Date. Execution of this Addendum is not a course of dealing that requires either Party to accept future additions, and it does not create an obligation to negotiate further addenda.

8. 8. Conflict and Order of Precedence

If a term of this Addendum conflicts directly with a term of the Agreement, the term of this Addendum controls solely with respect to the subject matter described in Section 2, and the Agreement controls in all other respects. Where a provision of this Addendum can be read consistently with the Agreement, both will be given effect. If this Addendum conflicts with a prior addendum covering the same subject matter, this Addendum controls. Attachments to this Addendum rank below the body of this Addendum unless an attachment expressly states otherwise and is signed by both Parties.

9. 9. Attachments and Exhibits

The following attachments are part of this Addendum: [LIST ATTACHMENTS, e.g., Attachment A — Additional Scope of Work; Attachment B — Revised Fee Schedule; Attachment C — Site List]. Attachments added to the Agreement by this Addendum do not replace existing exhibits of the Agreement and are lettered or numbered so that they do not conflict with existing exhibit designations. Where an attachment contains a form, checklist, or specification, it is binding to the same extent as the body of this Addendum.

10. 10. Representations and Authority

Each Party represents and warrants that it has full power and authority to enter into this Addendum; that this Addendum has been duly authorized by all necessary action; that no third-party consent, lender approval, or governmental authorization is required other than any obtained and attached here; and that it is not in material default under the Agreement as of the Addendum Effective Date except as disclosed in writing. Each Party further represents that it has the resources, licenses, and permits necessary to perform the obligations added by this Addendum.

11. 11. Governing Law and General Provisions

This Addendum is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and the notice, venue, and dispute resolution provisions of the Agreement apply to this Addendum. Any further addition or modification must be in writing and signed by both Parties. If any provision of this Addendum is held unenforceable, the remainder remains in effect and the unenforceable provision will be limited only to the extent required. This Addendum binds and benefits the Parties and their permitted successors and assigns.

12. 12. Counterparts and Signatures

This Addendum may be signed in counterparts, each of which is an original and all of which together are one instrument, and electronic or scanned signatures have the same effect as originals. By signing below, each Party confirms it has read this Addendum, understands the obligations it adds, and agrees to be bound as of the Addendum Effective Date. PARTY A: [PARTY A NAME]. Signature: _____. Printed Name:

[SIGNER NAME]. Title: [TITLE]. Date: [DATE]. PARTY B: [PARTY B NAME]. Signature:
_____. Printed Name: [SIGNER NAME]. Title: [TITLE]. Date: [DATE].

13. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Whether an addendum is enforceable and how it interacts with the underlying contract depend on state law and on the specific integration, precedence, and modification clauses in your agreement. Certain subject matter — consumer terms, residential leases, healthcare, and regulated data — carries additional requirements. Review and adapt this document for your own facts and consult a licensed attorney before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.

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