

CONTRACT AMENDMENT

1. 1. Parties and Reference to the Original Agreement

This Amendment (the "Amendment") is made effective as of [AMENDMENT 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 entered into that certain [ORIGINAL AGREEMENT TITLE] dated [ORIGINAL AGREEMENT DATE] (the "Original Agreement"). Capitalized terms used but not defined in this Amendment have the meanings given to them in the Original Agreement. Each Party represents that the individual signing below has authority to bind that Party.

2. 2. Purpose of This Amendment

The Parties wish to modify certain terms of the Original Agreement as described below. The purpose of this Amendment is to [PURPOSE, e.g., adjust the monthly fee, extend the term, revise the deliverables in Exhibit A, change the notice address]. This Amendment modifies the Original Agreement only to the extent expressly stated in Sections 4 through 6 and does not create a new or separate agreement between the Parties. Nothing in this Amendment is intended to waive any right that accrued under the Original Agreement before the Amendment Effective Date.

3. 3. Amendment Effective Date

The changes made by this Amendment take effect on [AMENDMENT EFFECTIVE DATE] (the "Amendment Effective Date"). Obligations that were performed, invoiced, or accrued before the Amendment Effective Date continue to be governed by the Original Agreement as it read before this Amendment. If the Parties intend any change to apply retroactively, the retroactive change and the date from which it applies are described here: [RETROACTIVE TERMS, or "None"]. If no retroactive terms are stated, no provision of this Amendment applies retroactively.

4. 4. Amended Provisions

Section [SECTION NUMBER] of the Original Agreement, titled [SECTION TITLE], is deleted in its entirety and replaced with the following: "[NEW REPLACEMENT LANGUAGE]." Section [SECTION NUMBER] of the Original Agreement is further amended by replacing the phrase "[EXISTING PHRASE]" with the phrase "[NEW PHRASE]" wherever it appears. Exhibit [EXHIBIT LETTER] to the Original Agreement is replaced with the revised Exhibit [EXHIBIT LETTER] attached to this Amendment. Where this Amendment quotes existing language, that quotation is for reference only and any discrepancy with the executed Original Agreement is resolved in favor of the executed Original Agreement.

5. 5. Deleted Provisions

The following provisions of the Original Agreement are deleted in their entirety and are of no further force or effect as of the Amendment Effective Date: [LIST OF DELETED SECTION NUMBERS AND TITLES, or "None"]. Deletion of a provision does not revive any earlier version of that provision and does not affect any right or obligation that arose under the deleted provision before the Amendment Effective Date. Cross-references in the Original Agreement to a deleted provision are disregarded, and the remaining provisions are renumbered only for convenience without changing their substance.

6. 6. Consideration

The Parties acknowledge that the mutual promises and modifications set out in this Amendment constitute good

and sufficient consideration for the changes made here. Additional consideration exchanged for this Amendment, if any, is as follows: [ADDITIONAL CONSIDERATION, e.g., a one-time payment of \$[AMOUNT], an extension of the term, a release of a disputed invoice, or "None — the mutual promises above are the consideration"]. Each Party confirms that it is entering into this Amendment voluntarily and not in reliance on any statement outside this document.

7. 7. No Other Changes and Ratification

Except as expressly modified by this Amendment, all terms and conditions of the Original Agreement remain unchanged and in full force and effect, and the Parties ratify and confirm the Original Agreement as amended. Neither the execution of this Amendment nor any negotiation leading to it constitutes a waiver of any right, remedy, claim, or default under the Original Agreement, whether known or unknown as of the Amendment Effective Date. Performance under the Original Agreement is not excused, suspended, or altered except to the precise extent stated in Sections 4 and 5.

8. 8. Conflict and Order of Precedence

If there is any conflict or inconsistency between this Amendment and the Original Agreement, this Amendment controls with respect to the amended provisions only. If there is a conflict between this Amendment and any exhibit, schedule, purchase order, statement of work, or other document incorporated into the Original Agreement, this Amendment controls unless the other document expressly states that it supersedes later amendments and is signed by both Parties after the date of this Amendment. In all other respects, the order of precedence set out in the Original Agreement continues to apply.

9. 9. Prior Amendments

The Original Agreement has previously been amended by the following instruments, each of which remains in effect except where modified here: [LIST PRIOR AMENDMENTS AND DATES, or "None — this is the first amendment"]. This Amendment is numbered Amendment No. [NUMBER] to the Original Agreement. Where a provision amended by a prior amendment is amended again here, the language in this Amendment supersedes the prior amended language. The Parties will maintain the Original Agreement and all amendments together as a single contract record.

10. 10. Representations and Authority

Each Party represents and warrants that it has full power and authority to execute and deliver this Amendment and to perform the Original Agreement as amended; that this Amendment has been duly authorized by all necessary corporate, partnership, or other action; and that no consent of any third party, lender, guarantor, or governmental authority is required for this Amendment other than any consent obtained and attached here. Each Party further represents that it is not in material default under the Original Agreement as of the Amendment Effective Date, except as disclosed in writing: [DISCLOSED DEFAULTS, or "None"].

11. 11. Governing Law and General Provisions

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

12. Counterparts and Signatures

This Amendment may be executed in counterparts, each of which is an original and all of which together form one instrument, and electronic or scanned signatures have the same effect as original signatures. By signing below, each Party confirms it has read this Amendment, understands the changes it makes, and agrees to be bound as of the Amendment 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 a modification is enforceable can depend on state contract law, the written-modification and no-oral-waiver clauses in your original agreement, and in some cases on whether new consideration was exchanged. Review and adapt this document for your own facts, and consult a licensed attorney in your state before amending a high-value or regulated contract. Use of this template does not create an attorney-client relationship with ScanContract.

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