

FLORIDA CONTRACT AMENDMENT

Governed by Fla. Stat. § 672.209 · § 725.01 · § 689.01 · § 218.755

1. AMENDMENT IDENTIFICATION

Amendment No.: _____ Amendment Effective Date: _____

Amendment Title (if any): _____

2. ORIGINAL CONTRACT REFERENCE

Title / Description of Original Contract: _____

Original Contract Date: _____ Contract No. (if applicable): _____

Subject Matter of Original Contract: _____

3. PARTIES TO THIS AMENDMENT

Party 1 ("First Party"):

Full Legal Name / Entity Name: _____

State of Formation / Residence: _____ Title / Capacity: _____

Street Address: _____

City: _____ State / ZIP: _____

Party 2 ("Second Party"):

Full Legal Name / Entity Name: _____

State of Formation / Residence: _____ Title / Capacity: _____

Street Address: _____

City: _____ State / ZIP: _____

If additional parties are signatories to the Original Contract, attach a signed Addendum identifying each additional party by name, address, and role.

4. RECITALS

WHEREAS, the parties entered into the Original Contract identified in Section 2 above, establishing certain rights, duties, and obligations between them; and

WHEREAS, the parties mutually desire to amend, modify, and/or supplement certain terms of the Original Contract, all as more particularly set forth herein; and

WHEREAS, the parties acknowledge that each has received good and valuable consideration for the modifications contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the parties hereby agree:

5. NATURE OF AMENDMENT

This Amendment includes (select all that apply):

- Modification of one or more existing provisions
- Addition of new provisions to the Original Contract
- Deletion of existing provisions from the Original Contract

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- Extension of contract term or performance deadline
 - Change in contract price, compensation, or consideration
 - Change in scope of work or services
 - Other (describe): _____

6. MODIFIED PROVISIONS

For each provision being amended, identify the section reference in the Original Contract, state the original language being replaced, and provide the full amended replacement text. Attach additional sheets if more than three modifications are needed.

Modification 1:

Section / Paragraph Reference in Original Contract: _____

Original Language (full text to be replaced):

Amended Language (full replacement text): _____

Modification 2:

Section / Paragraph Reference in Original Contract: _____

Original Language (full text to be replaced):

Amended Language (full replacement text): _____

Modification 3:

Section / Paragraph Reference in Original Contract: _____

Original Language (full text to be replaced):

Amended Language (full replacement text): _____

7. NEW PROVISIONS ADDED

Set forth below any entirely new provisions to be incorporated into the Original Contract by this Amendment. Identify where each new provision shall be inserted (e.g., as a new Section 12 or at the end of Article III).

Insertion Point / Location in Original Contract: _____

New Provision Language:

8. PROVISIONS DELETED

Identify by section number and heading each provision deleted in its entirety. Once listed, each provision shall be deemed null, void, and of no further legal force or effect as of the Amendment Effective Date.

Provisions Deleted (list section numbers and headings):

9. CONSIDERATION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree to the modifications set forth herein. For contracts governed by Florida's UCC (Fla. Stat. § 672.209), no new consideration is required for a modification made in good faith. For all other contracts, the parties confirm a new mutual exchange of obligations, an expanded scope, or the resolution of a good-faith dispute constitutes valid consideration.

Describe Consideration Exchanged (if required for non-UCC contracts):

10. CONTINUATION OF REMAINING TERMS

All other terms, conditions, and provisions of the Original Contract not explicitly modified, added, or deleted by this Amendment shall remain unamended, in full force, and legally binding upon the parties. In the event of any conflict between the terms of this Amendment and the Original Contract, the terms of this Amendment shall control and govern.

11. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that: (a) it has full legal authority and capacity to enter into this Amendment; (b) this Amendment has been duly authorized by all necessary action; (c) this Amendment constitutes a legal, valid, and binding obligation enforceable in accordance with its terms; and (d) the execution of this Amendment does not violate any applicable law, regulation, order, or other agreement.

12. GENERAL PROVISIONS

12.1 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict-of-law principles. Any dispute arising under or relating to this Amendment shall be resolved in the state or federal courts situated in the county identified below.

County of Jurisdiction: _____

12.2 Statute of Frauds. This Amendment is executed in writing in compliance with Fla. Stat. § 725.01 and, where applicable, Fla. Stat. § 672.201. Where the Original Contract as modified brings any transaction within the Statute of Frauds, this written Amendment satisfies that requirement.

12.3 No Oral Modification. This Amendment may not be further modified or rescinded except by a subsequent written agreement signed by all parties. Per Fla. Stat. § 672.209(2), any no-oral-modification restriction on a merchant-supplied form must be separately signed or initialed by the non-merchant party to be enforceable against that party.

12.4 Counterparts / Electronic Signatures. This Amendment may be executed in one or more counterparts, each deemed an original. Electronic signatures transmitted by PDF or a recognized e-signature platform shall be deemed original signatures and fully binding.

12.5 Severability. If any provision of this Amendment is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and shall not be affected, impaired, or invalidated.

12.6 Entire Agreement as Amended. The Original Contract, together with this Amendment and any prior amendments incorporated therein, constitutes the entire agreement of the parties with respect to the subject

matter thereof and supersedes all prior and contemporaneous understandings, negotiations, and representations.

13. ADDITIONAL TERMS (IF ANY)

Set forth any additional agreed terms not covered above (attach addendum if needed):

14. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above, intending to be legally bound.

FIRST PARTY (Party 1 — identified in Section 3 above):

Signature: _____

Printed Name: _____ Date: _____

Title / Capacity: _____

Witness Signature: _____

Witness Printed Name: _____

SECOND PARTY (Party 2 — identified in Section 3 above):

Signature: _____

Printed Name: _____ Date: _____

Title / Capacity: _____

Witness Signature: _____

Witness Printed Name: _____

NOTARY ACKNOWLEDGMENT (OPTIONAL)

Required only if this Amendment modifies a recordable instrument (mortgage, deed, or long-term commercial lease), per Fla. Stat. § 695.03. Each party may use a separate acknowledgment page if required.

STATE OF: _____ COUNTY OF: _____

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Florida, personally appeared:

Name of Appearing Party: _____

personally known to me, or who produced the following identification:

Type and Number of ID: _____

and acknowledged before me that he/she/they executed the foregoing Florida Contract Amendment for the purposes therein expressed.

WITNESS my hand and official seal.

Notary Public Signature: _____ Commission Expires: _____

Notary Public Printed Name: _____

[NOTARY SEAL]

