

CHANGE ORDER FORM

This Change Order Form ("Change Order") is entered into as of the ____ day of _____, 20____, by and between the following parties:

Contractor: _____

Address: _____

Phone: _____

Email: _____

Client: _____

Address: _____

Phone: _____

Email: _____

Project: _____

Original Contract Date: _____ day of
_____, 20 _____

Original Contract Number: _____

1. DESCRIPTION OF CHANGE

The parties hereby agree to the following changes to the original contract:

Description of Change: _____

Impact on Scope: _____

Impact on Cost: \$ _____

Impact on Timeline: _____

2. AGREEMENT TO TERMS

The Contractor and Client agree that the changes described above shall amend the original contract. All other terms and conditions of the original contract shall remain in full force and effect unless expressly modified by this Change Order.

3. CONSIDERATION

The parties acknowledge that the changes described herein are supported by adequate consideration, the receipt and sufficiency of which are hereby acknowledged.

4. GOVERNING LAW AND JURISDICTION

This Change Order shall be governed by and construed in accordance with the laws of the State of _____. The parties agree to submit to the exclusive jurisdiction of the courts located within the State of _____ for the resolution of any disputes arising under this Change Order.

5. SEVERABILITY

If any provision of this Change Order is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

6. ENTIRE AGREEMENT

This Change Order, together with the original contract, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

7. NOTICE

Any notice required or permitted to be given under this Change Order shall be in writing and shall be deemed to have been duly given if delivered personally or sent by certified mail, return receipt requested, to the addresses specified above.

8. AMENDMENT

This Change Order may only be amended or modified by a written agreement signed by both parties.

9. DEFAULT AND REMEDY

In the event of a default by either party under this Change Order, the non-defaulting party shall have all rights and remedies available at law or in equity, including the right to seek specific performance and damages.

10. TERMINATION

This Change Order may be terminated by mutual written consent of both parties or by either party upon the occurrence of a material breach by the other party that remains uncured for a period of thirty (30) days following written notice of such breach.

11. COUNTERPARTS

This Change Order may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order as of the date first above written.

Contractor:

Signature: _____

Date: _____

Print Name: _____

Client:

Signature: _____

Date: _____

Print Name: _____

Witness:

Signature: _____

Date: _____

Print Name: _____

Notary Public:

Signature: _____

Date: _____

Print Name: _____

Commission Number: _____

My Commission Expires: _____ day of

_____, 20 _____