

AMENDING AGREEMENT

This Amending Agreement (the “Agreement”) is made effective as of the date of execution by the parties hereto.

PARTIES:

1. [First Party Name], of [Address] (“First Party”);
2. [Second Party Name], of [Address] (“Second Party”).

RECITALS:

WHEREAS, the Parties entered into a certain agreement (the “Original Agreement”); and
WHEREAS, the Parties wish to amend the Original Agreement on the terms set forth herein;

1. DEFINITIONS

Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Original Agreement.

2. AMENDMENTS TO ORIGINAL AGREEMENT

The Original Agreement is hereby amended as follows (the “Amendments”):

2.1 Amendment 1

The section titled ' _____ ' in the Original Agreement shall be deleted in its entirety and replaced with the following: ' _____ '.

2.2 Amendment 2

The term '[Insert Term]' shall be modified to read '[Insert Modification]' wherever it appears in the Original Agreement.

3. NO OTHER CHANGES

Except as expressly amended hereby, all terms and conditions of the Original Agreement remain in full force and effect.

4. EFFECTIVE DATE

This Agreement shall become effective as of the date last signed below.

5. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has the power and authority to enter into this Agreement and that this Agreement is binding upon such Party in accordance with its terms.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

7. DISPUTE RESOLUTION

Any dispute arising under or in connection with this Agreement shall be resolved by negotiation between the Parties. Failing resolution, disputes shall be submitted to mediation. If mediation fails, the Parties consent to final and binding arbitration conducted in Toronto, Ontario under the Arbitration Act, 1991 (Ontario).

8. ENTIRE AGREEMENT

This Agreement, together with the Original Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings.

9. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as originals.

10. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. AMENDMENTS

Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

12. NOTICES

All notices under this Agreement shall be in writing and delivered personally, by courier, or by email with confirmation, to the respective addresses of the Parties.

13. WAIVER

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

14. ASSIGNMENT

Neither Party may assign this Agreement or any of its rights or obligations hereunder without prior written consent of the other Party.

FIRST PARTY SIGNATURE

SECOND PARTY SIGNATURE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title (if applicable): _____

Title (if applicable): _____

Date: _____

Date: _____

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