AMENDMENT NO. 1

To The

DESIGN SERVICES AGREEMENT *{Name of Agreement that you are modifying}*

Between

YOUR COMPANY, INC

And

THEIR COMPANY, LLC

This Amendment No. 1 (“Amendment”) to the Agreement (as that term is defined below) is entered into between Your Company, a California corporation (“Company”), and Their Company, LLC, a Delaware limited liability company (“Client”) *{These terms should be exactly the same as used in the original Agreement that you are amending}*. Company and Client are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.

**RECITALS**

The Parties enter into this Amendment with reference to the following facts:

1. Company and Client are Parties to that certain Design Services Agreement *{Use the name of the agreement you are modifying}* which had an effective date of November 15, 20XX*{or, “which is dated \_\_\_\_-“ or “signed on \_\_\_\_\_\_\_”}*  (the “Agreement”), under which, among other things, Company will design for Client, and Client will purchase from Designer, an original business logo.
2. The Parties now wish to amend the Agreement as set forth in this Amendment.

AGREEMENT

In consideration of the promises, mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

*{The following are different examples of how to amend the Agreement}*

1. Section 1.1 is deleted in its entirety and replaced with the following:

“Services: Company will use its skill and expertise to develop a custom logo suitable for Clients business (the “Services”).”

1. Section 1.12 (a) is amended by adding a new paragraph at the end thereof as follows:

“In addition to the above, the logo to be designed by Company shall include the colors yellow, green and blue and no other colors.”

1. Section 2 is deleted in its entirety.
2. All other provisions of the Agreement remain unchanged.
3. MISCELLANEOUS
4. Except as specifically modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect.
5. Governing Law. THIS AMENDMENT IS GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

1. Effective Date. This Amendment shall be deemed effective as of the date upon which the last Party executes this Amendment below.
2. Further Agreements. This Amendment shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives on the dates indicated below their respective signatures.

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| Your Company, Inc. |  | Their Company, LLC |
| By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Your Name  *President*  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Their Name  *President*  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |