

Since 2009

**Project No.: Alpha-123** 

# **ADDENDUM BY DESIGN**

**ADDENDUM for Project Alpha-123** 

**Function** 

**Explanation** 

**Same Function, Diverse Configurations** 

Same Function, Diverse Configurations, Multiple Uses

**Re-emphasis** 

Recommendations

This ADDENDUM is prepared under the auspices of HGRBS. This is not intended for actual use as-is. Always confer with your attorney before using or approving any legal forms, including contracts.

## **ADDENDUM for Project Alpha-123**

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The undersigned parties to this ADDENDUM, in good faith, make the following changes and/or additions that are outlined below. These changes and/or additions will be treated as sufficiently valid as per this ADDENDUM and included as part of the original agreement (ref. *Project Alpha-123*).

Primary Contractor: "Contractor"

#### These are the Changes/Additions:

- a. Contractor to this agreement consents to reading, discussing, and signing the PRE-PROJECT CONTRACTOR'S WAIVER OF LIEN prior to resident's initial signing of this agreement of aforementioned Project.;
- b. Contractor agrees that in the event he/she breaches this agreement in any way, that Contractor agrees to waiver his/her rights to contest being issued the **Stop Work Order**, and further agrees to comply with the conditions of such **Stop Work Order**;
- c. Contractor agrees that before the *Primary Resident* issues final payment to him/her for Contractor's work on this project (Alpha-123 previously mentioned herein), that Contractor will sign the "CONTRACTOR'S FINAL RELEASE & WAIVER OF LIEN" specific to the nature of payment.

All terms and conditions as stated in the original body of the related agreement for *Project Alpha-123* are intact and remain the same (if not modified and/or subject of strikeout) to accommodate the changes/additions declared in this ADDENDUM which are to be treated as sufficiently valid and to be included as part of the aforementioned original body of agreement.

We affix our signatures below in confirmation that we willingly and mutually agree to these changes/additions Primary Resident (Maker of this ADDENDUM)

Print Name		Signa <sup>-</sup>	ture	Date				
	Prir	nary Contractor	(Acceptor of this ADDENDUM)					
Print Name		Signa	ture	Date				
Witness #1) _			Representing					
Witness #2) _			Representing					
roject Alpha-123	Address State	Zip	City/Town Phone ( )					

#### **Function**

The ADDENDUM is especially used when something must be added to the original contract/agreement/commodity offer. For our purposes (home maintenance and improvement contracts), the ADDENDUM is used as a convenient means for modifying terms of/to the original body of the contract without having to go into the actual document and "shift things around" or otherwise cram additional terms into it.

#### **Explanation**

Foremost, the ADDENDUM offered here is an example of a "before-the-fact" document prepared before the signing of any document associated with the deal, including the most important of all ...... the contract/agreement.

In this case, the ADDENDUM is dated consistent with whatever the "Effective Date" for all documents associated with the contract is, and signed by both primary parties, also consistent with the signatures entered in this document. These must match PERFECTLY. Then this ADDENDUM is physically stapled (or otherwise attached) to the original body of the contract/agreement.

Normally, in this case, there is a line which reads any variation of:

"First ADDENDUM/AMENDMENT to original agreement which is mutually agreed upon by signatories to such original agreement and is respectively effective consistent with the Effective Date affixed thereto."

However, there are other ADDENDUMS which are "after-the-fact", or after the original signing of the contract/agreement. In such case, there may be a stipulation identifying its retroactive status.

### Same Function, Diverse Configurations

The format/facsimile of the ADDENDUM offered here, is only an accurate example of the usual content which establishes its specific nature. However, this format, in terms of arrangement or appearance of the ADDENDUM itself is widely diversified. The link below presents a "living" example of this startling assortment of other formats for the ADDENDUM which literally number into the hundreds or thousands:

**ADDENDUMS** 

## Same Function, Diverse Configurations, Multiple Uses

This is classic to the fact that, although the basic nature and function of the ADDENDUM is universally the same, not only does it encompass this staggering array of styles/configurations but is used for just about every sort of service or commodity on the market. Invariably, the ADDENDUM is not just used to modify or otherwise amend the original body of home maintenance contracts/agreements.

## **Re-emphasis**

Again, the ADDENDUM facsimile presented here is primarily offered as a valid idea for the sort of leveraged/legal alternative for modifying the terms of the original body of the home maintenance and improvement contract/agreement to include terms most consistent with your home project expectations.

#### Recommendations

- 1. It is strongly advised that you consult with your attorney about any probabilities for, or on, any drafting you do of modifications to contracts (whether or not you line up your own preferred terms for ADDENDUM on paper); and
- 2. It is strongly advised that you sign NOTHING the contractor or contractor representatives insist/request you to sign without having your attorney or other licensed legal representative visually examine, modify (as required), and approve.

If you have any further questions regarding this, please feel completely free to e-mail:

legal@hgrbs-seattle.com

As always, it is a pleasure and a great honor serving you!

GOD BLESS YOU, YOUR FAMILY, & YOUR HOME!

"Better Decisions, Better Results"