

LEASE AMENDMENT

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This Lease Amendment (this "**Amendment**") is entered into as of [EFFECTIVE DATE] (the "**Amendment Date**") by and between:

[LANDLORD LEGAL NAME], with a notice address at [LANDLORD ADDRESS] ("**Landlord**"); and

[TENANT LEGAL NAME(S)], with a notice address at [TENANT ADDRESS] ("**Tenant**").

Landlord and Tenant are each a "**Party**" and together the "**Parties**."

Recitals. The Parties entered into a lease dated [ORIGINAL LEASE DATE] for the premises located at [FULL ADDRESS, UNIT] (the "**Lease**"). The Parties wish to amend certain terms of the Lease as set out below, while keeping the rest of the Lease in full force. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and Effect

1.1 Defined terms. Capitalized terms used but not defined in this Amendment have the meanings given to them in the Lease.

1.2 The Lease continues. Except as expressly changed by this Amendment, all terms of the Lease remain in full force and effect and continue to bind the Parties.

1.3 This Amendment controls. If a conflict exists between this Amendment and the Lease, this Amendment controls as to the matters it addresses.

2. Amendments to the Lease

2.1 Changes. The Lease is amended as follows. Complete only the items that apply and delete the rest.

2.2 Term. [OPTIONAL: The Lease term is [extended / changed] so that it now ends on [NEW END DATE]. / The Lease converts to a month-to-month tenancy effective [DATE].]

2.3 Rent. [OPTIONAL: Effective [DATE], the monthly rent changes from [OLD AMOUNT] to [NEW AMOUNT]. Any rent increase must comply with applicable law and any notice the law requires.]

2.4 Occupants. [OPTIONAL: The following person(s) are added as / removed as authorized occupants: [NAMES]. An added occupant who will be responsible for the Lease must sign this Amendment.]

2.5 Security deposit. [OPTIONAL: The security deposit changes from [OLD AMOUNT] to [NEW AMOUNT]; Tenant will pay any additional amount within [NUMBER] days, or Landlord will refund any excess as required by applicable law.]

2.6 Premises. [OPTIONAL: The Premises are changed to add / remove the following: [DESCRIBE, e.g. a parking space, storage unit].]

2.7 Other terms. [OPTIONAL: The following Lease section(s) are amended as follows: identify each section by number and state the new text in full.]

2.8 Effective date of changes. Unless a specific change states its own effective date, the changes in this Section 2 take effect on the Amendment Date.

3. Rent and Payment Adjustments

3.1 Implementation of rent changes. If this Amendment changes the rent under Section 2.3, the new rent applies to each rental period that begins on or after the stated effective date. Rent for any partial period in which the change takes effect is prorated by day between the old and new amounts.

3.2 Compliance with rent-change law. Any rent increase made by this Amendment is effective only to the extent it complies with applicable law, including any limit on the amount or frequency of increases and any advance-notice requirement. Where the law requires a specific form or period of notice, the Parties confirm that requirement has been met or that this Amendment serves as that notice.

3.3 Deposit adjustments. If this Amendment changes the security deposit under Section 2.5, the Party owing the difference will pay it within [NUMBER] days, and any refund of excess deposit will be made as required by applicable law. The adjusted deposit continues to be held and returned under the terms of the Lease and applicable law.

3.4 Other charges. Except as expressly changed by this Amendment, all other charges, fees, and payment terms in the Lease, including late charges and the due date for rent, remain unchanged.

4. Continuing Obligations and Representations

4.1 Authority. Each Party represents that it has the authority to enter into this Amendment and that the person signing for it is authorized to do so.

4.2 No default. Each Party represents that, to its knowledge, the other Party is not currently in default under the Lease, and that this Amendment is not intended to waive any existing claim unless expressly stated.

4.3 No other changes. The Parties confirm that, except for the changes in this Amendment, they have made no other changes to the Lease and that no oral agreements modify the Lease.

4.4 Continuing performance. Each Party will continue to perform all of its obligations under the Lease as amended, including the obligations that this Amendment does not change. This Amendment does not release any Party from any obligation that accrued before the Amendment Date unless expressly stated.

4.5 Added co-tenant obligations. Any person added as a co-tenant by this Amendment, by signing below, assumes the obligations of a tenant under the Lease from the effective date of the addition and is jointly and severally liable to the extent the Lease provides.

5. Guarantor and Third-Party Consents

5.1 Guarantor acknowledgment. [OPTIONAL: If a guarantor guaranteed the Lease, the guarantor's consent to this Amendment may be required to keep the guaranty in force. The guarantor should sign the acknowledgment below.]

5.2 Lender or owner consent. [OPTIONAL: If the Premises are subject to a mortgage, management agreement, or master lease that requires a lender's, owner's, or master landlord's consent to amend, that consent must be obtained for the applicable changes to be effective.]

5.3 **Effect if consent not obtained.** If a required third-party consent under this Section is not obtained, the affected change does not take effect, but the remaining changes in this Amendment that do not require that consent remain effective.

6. **Dispute Resolution**

6.1 **Good-faith discussion.** Before pursuing other remedies, the Parties will attempt in good faith to resolve any dispute arising out of this Amendment or the Lease through direct discussion within [NUMBER] days after written notice of the dispute.

6.2 **Remedies preserved.** Nothing in this Section limits a Party's right to pursue the remedies available under the Lease and applicable law, including any landlord-tenant procedures that the law requires for possession disputes. Self-help remedies that the law prohibits are not permitted.

6.3 **Attorneys' fees.** [OPTIONAL: In any action to enforce this Amendment or the Lease, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs to the extent permitted by applicable law.]

7. **General Provisions**

7.1 **Governing law.** This Amendment is governed by the same law that governs the Lease, namely the laws of the State of [STATE] and the local ordinances applicable to the Premises.

7.2 **Notices.** Notices under this Amendment and the Lease must be in writing and delivered to the addresses above (or as updated in writing) by a method permitted under applicable law.

7.3 **Successors.** This Amendment binds and benefits the Parties and their permitted successors and assigns under the Lease.

7.4 **Severability and waiver.** If any provision of this Amendment is unenforceable, the rest of this Amendment and the Lease remain in effect. A Party's failure to enforce a provision is not a waiver.

7.5 **Entire agreement.** The Lease, as changed by this Amendment and any prior written amendments, is the entire agreement between the Parties on its subject and may be further amended only by a writing signed by both Parties.

7.6 **Counterparts and electronic signature.** This Amendment may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Date.

LANDLORD	TENANT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE OR N/A]	Title: [TITLE OR N/A]
Date: _____	Date: _____

Added occupant or co-tenant (if any):

ADDED OCCUPANT / CO-TENANT

Signature: _____

Printed name: **[NAME]**

Date: _____

Guarantor consent (if required):

GUARANTOR

Signature: _____

Printed name: **[NAME]**

Date: _____

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