

## MANAGEMENT SERVICES AGREEMENT AMENDMENT

This Amendment is made and entered into this        day of        , 20        , by and between        (the "Owner") having an address at        ,        , MA and        (the "Management Agent") having an address at        ,        , MA collectively referred to herein as "the Parties."

WHEREAS, the Parties have entered into certain Management Services Agreement dated        for the purpose of carrying out the day-to-day management responsibilities of the Owner Housing Authority.

WHEREAS, the Parties hereby agree to amend the said Agreement in accordance with the terms and conditions contained in this Amendment.

NOW THEREFORE, in consideration of the mutual promises and conditions contained here under and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. AMENDMENT

The Parties agree that Article 5, "Agreement Sum" of the Agreement is hereby modified and amended as follows:

The Owner shall pay the Management Agent in current funds for the performance of the Work the annual contract sum of        , prorated monthly at a rate of        . Payments will be made on a monthly basis.

### 2. TERMS & CONDITIONS

The Parties agree that all of the terms and conditions of the Agreement, not amended by this Amendment, shall remain in full force and effect. This Amendment shall become effective as of the date that it is approved in writing by the Department of Housing and Community Development (DHCD).

### 3. ENTIRE AGREEMENT

The Agreement, as amended by this Amendment, contains the entire agreement of the parties hereto with respect to the subject matter hereof. Any representations, inducements, or agreements, oral or otherwise, between the parties not contained in this Amendment shall be of any force and effect. This Amendment may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties and approved in writing by DHCD.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed under seal as of the day and year hereinbefore first written.

**Owner Housing Authority**

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

Print Title:

**Management Agent**

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

Print Title:

**Approved by:**

**DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT**

\_\_\_\_\_

**Undersecretary or Designee**

\_\_\_\_\_

**(Date)**