## Love Ent by Milk Majer / Upscale Winona Booking Agreement Amendment Modifications to Client Services Agreement

This Amendment (“**Amendment**”) to the Client Services Agreement between the parties executed \_\_\_\_\_\_\_\_\_\_\_\_\_\_[Date of Underlying Agreement] (the “**Agreement**”) is made, entered into, and effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_[TODAY'S DATE] (the “**Effective Date**”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[CLIENT NAME] (“**Client**”) and **Love Ent by Milk Majer / Upscale Winona LLC ("Service Provider").** Collectively, Client and Service Provider may be referred to as “Parties”.

**NOW, THEREFORE**, in consideration of the foregoing, and in consideration of mutual covenants and agreements of the parties hereto, the parties mutually covenant and agree that the Agreement shall be modified immediately without reservation as follows:

**WHEREAS**

1. On or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_[Date of Underlying Agreement], a Client Services Agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[CLIENT NAME] and **Love Ent by Milk Majer / Upscale Winona LLC ("Service Provider")** was made and entered into, and made effective. The Agreement is incorporated here by reference.
2. Client and Service Provider mutually agree to immediately modify the Services of the Agreement as of the Effective Date.

**TERMS**

1. Incorporation of Whereas. The whereas section above is incorporated herein by reference and made a part of this Agreement as if set forth in their entirety.
2. Modification of Terms of Service. Service Provider and Client, the Parties to the Agreement, mutually agree to immediately modify the Services set forth in the Agreement upon the Effective Date of this Amendment.
   1. From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_[ORIGINAL AGREED UPON DATE]
   2. To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_[NEW AGREED UPON DATE] OR [A DATE TO BE AGREED UPON IN THE FUTURE]
   3. Fees/Services/Locations/Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Fees for Services Provided. Upon the execution of this Amendment, Client shall immediately pay to Service Provider all fees for Services which have accrued under the Agreement prior to such modification.
4. Initial Investment / Down Payment. Subject to the fees for Services already provided, as set forth in Section 3 above, any remaining "Initial Investment / Down Payment" shall be held in reserve for Client subject to the modified terms herein.
5. Additional Investment. If Client has provided additional payments beyond the Initial Investment / Down Payment, any contributions for Services Provided shall be taken from that Additional Investment Source. Any remaining “Additional Source” shall be held in reserve for Client subject to the modified terms herein.
6. Miscellaneous.
7. Governing Law. This Agreement shall be governed by and construed in accordance with state laws without reference to conflicts of law rules.
8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, affiliates, representatives, partners, agents, officers, employees, heirs and personal representatives, whether past, present or future and permitted assigns. No Party may assign its rights hereunder without the prior written consent of the other Parties.
9. Expenses. Each Party shall pay its own costs and expenses, including without limitation, legal costs, incurred in connection with this Amendment.
10. Entire Agreement. This Amendment constitutes the entire agreement between the Parties with respect to the matters that they cover and supersede all prior and contemporaneous agreements, representations and understandings of the Parties with respect to such matters. The Parties acknowledge that no promise or inducement has been offered except as set forth in this Amendment and that they execute this Amendment without reliance upon any statement or representation other than what is contained in this Amendment.
11. Amendments. This Amendment may be amended only by written agreement signed by each of the Parties.

**By signing below, both Parties acknowledge and agree to be bound by the statements and terms of this Amendment.**

**X**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: X\_\_\_\_\_\_\_\_

**Micahel Majerowicz (DJ and Owner, Love Ent by Milk Majer / Upscale Winona LLC):**

**X**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: X\_\_\_\_\_\_\_\_

**Client Signature**