PAINTING CONTRACT

This Painting Contract (“Contract”) is made this day of , 2019 (“Eﬀective Date”) by and between (jointly and severally if more than one, hereinafter referred to as the “Homeowner”) and , having a business address of

 (hereinafter referred to as the “Painter”). The covenants and conditions stated in this Contract shall bind both the Homeowner and the Painter, jointly and severally.

1. **Scope of Work**. The Painter will provide the following services via this painting contract:

Please note that any additional services or changes to the scope listed here will require a change

order, which may include additional fees not outlined in this painting contract’s pricing section.

1. **Project Location & Schedule**. The project described in this painting contract’s scope of work shall be conducted at . The estimated start date is

 . The project’s estimated completion date is

 . While the Painter agrees to make every reasonable effort to start and complete the project by the dates listed above, the Client acknowledges that delays are common and possible due to interfering schedules, inclement weather, availability of materials, or other circumstances beyond either party’s control.

1. **Payment**. All fees associated with this painted contract are detailed in the pricing table below. Payment for the services rendered under this painting contract are due in full within 30 days of the project’s completion. The Painter agrees not to hold the Client liable for any additional time or materials not listed in the pricing table below unless prior approval from the Client is given in written form.

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| --- | --- | --- |
| SCOPE OF WORK | HOURLY RATE | PROJECT CAP |
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1. **Acceptance**. Both parties agree to the scope of work, terms, and pricing outlined in this painting contract by applying their signatures in the fields below.
2. **Independent Contractor Status**. Homeowner and Painter agree that Painter is serving as an independent contractor under this Contract and that all employees, laborers, and

subcontractors employed by Painter in connection with performing the work shall be the employees or agents of and the responsibility of Painter.

1. **Permits and Approvals**. Painter shall be responsible for determining which permits are necessary and for obtaining the permits. Painter shall be responsible to comply with all governmental, state, county and/ or local laws, rules and regulations pertaining to improvements to residential structures either internally or externally. Painter shall comply with all state and local licensing and registration requirements for type of work involved
2. **Insurance**. Painter shall obtain and maintain general liability insurance of not less than Two-Hundred and Fifty Thousand Dollars ($250,000.00), as required or appropriate. A copy of the Painter’s Certificate of Insurance showing such general liability coverage shall be provided to the Homeowner prior to the beginning of any improvements or repairs to the Premises. The Painter’s cost of obtaining and maintaining the above-described insurance coverage shall be the sole responsibility of Painter.
3. **Arbitration in the Case of Disputes**. In the event after completion of such investigation and review by Painter, and after the Homeowner has fully cooperated and provided Painter with the right to cure and/or elect remedies as required herein or the under the Limited Warranty, there remains a claim(s), dispute(s) or other matter in question over which Painter and Homeowner cannot agree to a resolution thereof, or in the event Homeowner and Painter cannot agree to the resolution of any other dispute arising under the terms of this Contract, Homeowner and Painter agree that a decision as to the disputed item(s) shall be reached through binding arbitration based upon the rules (the “Rules”) promulgated by the local Bar Association, or other mutually agreeable arbitration rules, which shall be conducted in a prompt and expeditious manner.
4. **Entire Contract**. This Contract constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties.
5. **Governing Law**. This Contract and performance hereunder shall be governed by the laws of the State of **[STATE]**, without regard to conflicts of laws. Any action or proceeding based on this Contract shall be brought only in the state or federal courts located in the County of **[COUNTY]**, State of **[STATE]**, and both parties agree to submit to the exclusive personal jurisdiction of such courts. Process in any such action or proceeding may be served on either party anywhere in the world. Painter and Homeowner agree that the prevailing party in any such action or proceeding shall be entitled to recover the reasonable attorneys’ fees and costs incurred by such party in the course of prosecuting or defending any lawsuit brought under this Contract.
6. **Severability.** In the event any provision of this Contract is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Contract and all other provisions should continue in full force and effect as valid and enforceable.
7. **Survival**. The terms of this Contract shall survive the term of this Contract and shall

bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legates of all parties.

1. **Counterparts**. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, each of the parties hereto has caused the Contract to be executed by its duly authorized representative on the date set forth above.

**PAINTER: [PAINTER]**

By: [Signatory]

[Painter Address] [Painter Address] [Painter Phone] [Painter Email]

**HOMEOWNER:**

[HOMEOWNER]

[HOMEOWNER]