PAINTING CONTRACT

# ARTICLE I. PARTIES

The Customer and the Contractor, defined in the table below, and sometimes referred to in this document as “Parties”, intend to enter into this legally binding Painting Contract, hereafter sometimes referred to as “Agreement”, on this day of , 20 , sometimes referred to in this document as “Effective Date.”

|  |  |
| --- | --- |
| Customer | Contractor |
| *Name* |  | *Name* |  |
| *Address* |  | *Address* |  |
| *Phone Number* |  | *Phone Number* |  |
| *Mobile Number* |  | *Mobile Number* |  |
| *Contact Person* |  | *Contact Person* |  |
| *Email Address* |  | *Email Address* |  |

*Table 1. Parties*

# ARTICLE II. ENTIRE AGREEMENT

This Agreement is the entire Agreement as of the Effective Date, between Parties, and supersedes and replaces any prior agreements, express or implied, written, or oral, and such other agreements are voided, with the exception of the attachments listed below:

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# ARTICLE III. PREMISES

The primary location where the acts of work are to be performed is

 [full address],

And the description of specific sub-locations, including but not limited to: buildings, walls, fixtures, floors, or rooms included or excluded, or specific areas which warrant further description in order to further refine the defined premises with regards to the scope of this agreement, is as follows:

Security Access to the Premises is provided via the following protocol and procedure:

And the Schedule of Allowed Access of the Contractor to the Premises is:

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# ARTICLE IV. PROJECT

Contractor agrees to cause or perform the following acts of work, in exchange for Consideration given by the Customer, subject to each act and considerations’ respective terms and conditions, which are described within this Article, and are sometimes referred to in this Agreement as “Project.”

# Section 4.01 Inspection

SIMILAR CONDITION. The condition of Premises will be left in a Similar Condition at the conclusion of the

Project as is at the initial state of Project, excluding intentional acts of work and changes caused or performed by the Contractor, presumably improving the condition of Premises.

[ ] WAIVER OF INSPECTION. If this clause is elected, no inspection shall be performed, and Parties agree that Contractor is generally not responsible for changes in general condition of Premises, and although Similar Condition Clause shall be honored, Parties acknowledge that Condition assessment will be of a good faith nature, and Customer agrees that changes observed to Condition of Premises do not constitute a material breach of this Agreement, and are not reasonably subject to damages.

[ ] INSPECTION. If this clause is elected, Inspection shall be carried out to identify initial condition of Premises and Final Condition of Premises, in order to maintain adherence to Similar Condition terms.

 [contractor or customer] will cause to be performed the Initial Condition Inspection, including but not limited to the cleanliness, landscaping, pressure washing, peeling paint, mold, mildew, moss, roof material and condition, caulking, previous work not completed, installation of doors, walls, and fixtures, vendor work status which may interfere with Project, smoke damage, and any other relevant items to the Project, and [contractor or customer] will cause to be performed the Final Condition Inspection or other Inspections after work has begun. Contractor agrees to maintain the Premises and pay to correct any Condition discrepancies within reason if the discrepancy is attributable to the Contractor or caused by Contractor’s subcontractor or affiliates’ defects in workmanship.

SMOKE DAMAGE. Walls and surfaces to be painted which are stained by smoke can not be painted with base paint and must be re-primed. Customer acknowledges that Contractor will inspect Premises and adjust amounts of paint and primer required, and the amounts of materials required may be subject to change other than as Agreed in this Contract.

# Section 4.02 Preparation Work

Contractor agrees to prepare Premises as part of the scope of Work, according to the following terms and conditions:

Floors:

Furniture: Buckled Caulk Seams: Loose Paint: Sanding: Pressure Washing: Hole Filling: Light Fixtures: Doors: Vents: Air Conditioners: Third Party Vendor Work:

And other Preparation Work to be performed:

# Section 4.03 Main Painting Work

In the main body of painting Work, the Contractor agrees to cause to be performed or perform the act of application of coats of [make, model, and color designation] primer, with each coat consisting of at a ratio of gallons per square , with the:

[ ] Manufacturer Recommended application method of , OR;

[ ] Customer Requested application method of . AND,

The Act of application of coats of [make, model, and color designation] base paint, with each coat consisting of at a ratio of gallons per square , with the:

[ ] Manufacturer Recommended application method of , OR;

[ ] Customer Requested application method of .

AND,

The Act of application of coats of [make, model, and color designation] trim paint, with each coat consisting of at a ratio of gallons per square , with the:

[ ] Manufacturer Recommended application method of , OR;

[ ] Customer Requested application method of .

# Section 4.04 Finishing Work

The Contractor agrees to cause to be performed the following acts:

Wallpaper removal and Hanging:

Cabinet Refinishing:

Glazing, Staining, and Color Matching:

And other Work:

# Section 4.05 Materials

The full bill of materials required for the Project is as follows:

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| --- | --- | --- | --- | --- | --- | --- |
| No. | Name | Description | Qty | Unit | Price | Ext. Price |
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The total agreed cost of materials, sometimes referred to as “Materials Estimate” is: .

# Section 4.06 Miscellaneous Project Provisions

CUT-IN. Contractor Agrees that best practices to cut-in shall be observed on all Project acts, including around all doors, appliances, air conditioning units, vents, ceilings, windows and cabinets.

SMOKE STAINS. Contractor will cause to be applied at least one coat of primer in areas that are stained by smoke, before applying base paint, and will not apply base paint directly to smoke stained areas.

TRANSPORTATION AND STORAGE OF MATERIALS. Contractor will ensure that materials are stored and transported in a secure environment, which is climate controlled or protected from freezing or exceeding temperature limitations of the Paint.

# ARTICLE V. WORK SCHEDULE

START DATE. The Project shall begin on the day of , 20 , sometimes referred to in this Contract as the “Start Date”.

SUBSTANTIAL COMPLETION. The project shall reach a percentage of completion of percent on the day of , 20 , sometimes referred to in this Contract as the “Substantial Completion Date”.

END DATE. The project shall reach 100% completion on the day of , 20 , sometimes referred to in this Contract as the “End Date”.

# ARTICLE VI. PAYMENT SCHEDULE

Customer Agrees to make payment to the Contractor in Consideration of Acts defined in Project, Article IV of this Contract, in the TOTAL SUM amount of [number],

 [textual number].

# Section 6.01 [ ] Start, End, and Substantial Completion Schedule

If Section 6.01 is elected, then Schedule is as follows:

Payment of the amount ( percent of Total Sum), equal to [amount] shall be made by the Customer to the Contractor on the Start Date.

Payment of the amount ( percent of Total Sum), equal to [amount] shall be made by the Customer to the Contractor on the Substantial Completion Date.

Payment of the amount ( percent of Total Sum), equal to [amount] shall be made by the Customer to the Contractor on the Start Date.

# Section 6.02 [ ] Other Schedule

If Section 6.02 is elected, then schedule elements defined in Section 6.01 are void, and replaced by the following schedule:

Payment of the amount ( percent of Total Sum), equal to [amount] shall be made by the Customer to the Contractor on , and

# ARTICLE VII. WARRANTY

Contractor Provides a Warranty to Customer as follows:

# ARTICLE VIII. INSURANCE

[ ] If elected, Contractor agrees to maintain general liability coverage of

at all times during the Project, subject to the following terms and conditions:

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# ARTICLE IX. BOND

Per the law of , the Contractor [ ] IS [ ] IS NOT (valid only if one checked)

must pay a bond of to for

.

# ARTICLE X. FORCE MAJEURE

Provisions of this agreement may be rendered invalid by events such as acts of god, disasters, unavoidable

accidents, war, epidemic, weather, or other factors that are out of control of the Contractor, and Parties agree that Contractor shall not be liable for damages resulting from or caused by such force majeure events.

# ARTICLE XI. TERMINATION

WITHOUT CAUSE. Client may terminate this agreement without cause, if the notice for said termination is delivered to Contractor days before Termination.

WITH CAUSE. Client may terminate this agreement with cause, if the notice for said termination is delivered to Contractor days before Termination.

# ARTICLE XII. COMMUNICATION

BROKEN ITEMS. Items within the premises, including but not limited to: fixtures, appliances, doors, trim pieces, mirrors, windows, window treatments, cameras, sensors, gates, latches, mechanisms, art and decorations, if altered materially, such that repair shall be required outside of the scope of cleaning with soap and water or reasonable repair with common tools, shall be deemed broken. If broken, Contractor shall notify within one business day the Customer by oral communication with Customer and/or communication in writing by email or paper form.

NOTICE COMMUNICATION PROCEDURE. Notices Shall be deemed delivered if sent in writing to the Address listed in Article 1: “Parties”, and shall be sent as soon as possible within reason. Parties accept notices in paper form or by email to the address listed in Article 1. The delivery date shall be the date sent, defined by SMTP server receipt timestamp in the case of email, or by postmark.

CHANGE OF MATERIALS. Contractor will notify Customer within Business days of any change bill of material estimates or third-party costs. Approval of changes shall be made in writing and signed by both parties as an addendum to this Contract.

QUALIFICATIONS. Contractor will notify Customer as soon as possible once Contractor becomes reasonably notified or otherwise aware that qualifications presented in Article XIV will lapse during Project.

IDENTIFICATION. Contractor shall be subject to the following identification requirements on the Premises,

such as high visibility vest, hard hat, company logo, badge, or other paperwork:

# ARTICLE XIII. TIMELINESS

Regarding the scope of acts of work within this Project, time is considered of the essence, and late completion of work shall be determined a material breach of Contract. Such late completion criteria includes:

And Excludes:

# ARTICLE XIV. QUALIFICATIONS

Contractor shall maintain the following certificates, licenses, and permits for the entire scheduled time from the Start Date of Project to End Date of Project:

# ARTICLE XV. ASSIGNMENT AND SUBCONTRACTING

[ ] If elected, Parties agree that Contractor may assign and/or subcontract work and acts defined in Project Articles within this Contract, including:

And excluding:

And if NOT ELECTED, Contractor may not assign and/or subcontract any work and acts defined in Project Articles within this Contract.

# ARTICLE XVI. SEVERABILITY

Parties agree that, in the course of settling any disputes arising from any provision within this Contract, if the contract shall be read by entities within a court of law, that, if any part of this Contract is deemed unenforceable by law, then Parties intend to reduce the Contract by the minimum amount necessary to make the remainder of the Contract’s parts enforceable.

# ARTICLE XVII. WAIVER

Parties agree that, if any provision of this Contract is consented to be waived, whether express or implied, it shall not constitute a waiver of any other part of this Contract.

# ARTICLE XVIII. DISCLAIMER

*Parties agree that this Contract is not suitable for painting works other than commercial painting as a part of the construction industry, such as commissioning of art, or any creative works, and that this Contract has no provisions regarding copyright law, ownership of rights to reproduce, derive, or relevant provisions to creative works and intellectual property ownership. This Contract makes no claims and sets forth no provisions regarding the commissioning of creative works, assignment of ownership of copyrights, licensing of works, royalties, and any expressed or implied provisions regarding these subjects is deemed out of the scope of this agreement.*

# ARTICLE XIX. GOVERNING LAW

This Contract and all of its provisions and actions shall be subject to the governing laws and jurisdictions of

 , including specific ordinances, legislation, and code attached:

 .

# ARTICLE XX. EXECUTION

IN WITNESS WHEREOF, on this day of , 20 , (Execution Date) Parties undersigned intending to be legally bound, have caused their duly authorized officers to execute and deliver this binding Painting Contract, a legal agreement under the Governing Law, effective as of the day and year first written.

Signature of Contractor Full Name, Printed Date

Signature of Customer Full Name, Printed Date