**Painting Agreement**

You are entering into a painting agreement on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .(enter due date) along with and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .(enter customer's name) situated at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .(enter location) and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***.( paint contractor's name) situated at***(enter location)

WHEREAS, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(customer) desires to have the following work completed by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(contractor):

Servies: The Paint Contractor agrees to furnish all materials and services necessary to complete the painting of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.(customer's name) home including, but not limited to, the preparation of surfaces, application of paint and related finishes, and cleanup.

Duration: The work shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(enter date) and be completed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(enter date).

Payment: Payment for the services rendered under this agreement shall be made as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent ( %) upon signing this agreement; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent ( %) when the job is 50% complete as determined by the Contractor; and the balance of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent ( %) due upon completion of the work. In addition, the customer agrees to pay for any additional costs incurred as a result of changes to the work order requested by the customer.

Warranty: The Paint Contractor shall warranty all work performed under this agreement for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(enter number of days, weeks, etc.) from the date of completion. The warranty shall cover defects in materials and workmanship.

Liability: Except for liability arising out of the contractor's gross negligence or willful misconduct, the contractor shall not be liable for any damages sustained by the customer as a result of this agreement. This includes, but is not limited to, damage to property, personal injury, and loss of use.

Severability: If any part of this agreement is to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

Modifications: This agreement may not be modified except by written instrument executed by both parties.

Assignment: Neither this contract nor any interest herein may be assigned without the prior written consent of the other party, which will not be unreasonably withheld. Any attempted assignment or transfer in violation of this paragraph shall be null and void. No party may assign its rights under this contract to any entity controlling, controlled by, or under common control with said party where said entity has a competitive business arrangement with either party without prior written notice of fifteen (15) days to the opposing party.

Cancellation/Delay: If Customer cancels this agreement for any reason other than the Customer's default, then any prepaid funds will be retained by the Contractor as liquidated damages. If this agreement is cancelled due to the customer's default, the customer shall remain liable for all costs incurred by the contractor and must prepay such costs prior to resuming work on this project.

Independent Investigation: The parties acknowledge that they have had an opportunity to ask questions regarding this proposed agreement and related matters and hereby agree that no oral representations of any kind have been made by either party with respect thereto and neither party relied upon any representation or statement not set forth in this contract. Any modifications agreed upon shall only be in writing and signed by authorized representatives of both parties.

Exclusive Agreement: This is an exclusive agreement between the parties and no other person or company shall be allowed to perform the work contemplated herein without the prior written consent of both parties.

AND WHEREAS, the contractor agrees to complete the work for the sum of $\_\_\_\_\_\_\_\_.(dollar amount) including all related materials and labor; it is now also agreed as follows:

1. The customer agrees to provide a suitable workspace for the contractor to complete the work. This workspace must be accessible at all times, unless other arrangements have been made in advance.
2. The contractor will arrive at the customer's location on \_\_\_\_\_\_\_\_\_\_\_(date) and will complete the work within \_\_\_\_\_\_\_\_\_\_\_(number days) or less. If for any reason the contractor cannot meet this deadline, they will inform the customer prior to beginning the work.
3. The customer agrees to remove any and all items from the workspace that may interfere with the work being completed. This includes, but is not limited to: furniture, pets & plants, rugs or carpets, and personal belongings. Any property removed from the workspace by the customer must be safely stored in a secure location until completion of the work.
4. Any property removed from the workspace by either party shall remain their property only so long as it does not interfere with another's use of it. In such cases where property belonging to others is damaged or destroyed while on company premises; both parties agree that they shall bear no responsibility or liability.
5. Upon completion of the work, the customer will be given \_\_\_\_\_(number) days to inspect it for quality. If the customer finds any defects in the work, they must notify the contractor within \_\_\_\_\_(day) of receiving the work. The contractor agrees to make any necessary repairs or corrections at no additional cost to the customer.
6. The final payment for the work will be made upon completion. This template includes all of the standard provisions mentioned in this article, such as scope of work, payment terms, and warranty information. It's expenses incurred by the contractor will be provided to the customer.
7. This agreement is governed by the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_(state/province). In case of any litigation arising from this agreement, both parties agree to submit themselves to the jurisdiction of the \_\_\_\_\_\_\_\_\_(court).

This contract is made in \_\_\_\_\_\_\_\_\_(city), \_\_\_\_\_\_\_\_\_(state), this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_(month), \_\_\_\_\_(year).

Customer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_.

Paint Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_