Painting Contract

This **Painting Contract** (hereinafter referred to as the “Contract”) is entered into as of

 by and between , with a mailing address of

 (hereinafter referred to as the “Client”) and , with a mailing address of

 (hereinafter referred to as the “Painter”), collectively referred to as the “Parties,” both of whom agree to be bound by this Contract.

1. **Purpose.** The Client hires the Painter to provide the following painting-related services:

(hereinafter referred to as the “Painting Project”).

1. **Work Schedule.** The Painting Project will begin on . The Painting Project will take to complete and will be finished no later than .
2. **Project Location**. The Painting Project will be located at

 .

# Project Description.

A brief description of the Painting Project

1. **Scope of Work.** The Client shall ensure that the painting area is free from dust, mildew, fungus, faults, loose materials, and defects, and otherwise prepare the area for the Painter to begin their work. Upon the completion of the Painting Project, the Painter affirms that the painted area shall be uniform in appearance, with complete coverage and

up to the standards stated in the Contract by the Client. The Painter is responsible for cleaning any paint-related splatters caused during the course of painting.

1. **Materials.** The Client has agreed to pay for the following materials and paint supplies which will be used over the course of the Painting Project:
2. **Terms of Agreement.** This Contract is in full force and effect from the start date of this Contract until this Contract has finished.
3. **Compensation.** The Parties agree to the following Payment Terms and Compensation to be paid to the Painter:
	* Fee for painting services: $ ;
	* Fee for materials: $ .
4. **Modifications.** Any changes and/or modifications to this Contract must be made in writing to be signed by both Parties.

# Termination.

The Client can terminate the Contract by giving written notice:

* + If the Painter commits any breach of this Contract and fails to correct the breach within days notice of the breach;
	+ If there is any failure by the Painter to provide services of an acceptable standard and to the reasonable satisfaction of the Client.

The Painter can terminate the Contract by giving written notice:

* + If the Client fails to make the payments required and set forth in the Contract within days notice of failure to make a payment;
	+ If the Client commits any other material, non-financial breach and fails to correct the breach within days notice of the breach.
1. **Relationship of the Parties.** The Painter is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party. The Parties understand this Contract is not an exclusive arrangement. The Parties agree that they are free to enter into other similar agreements with other parties. The Painter agrees that they will not enter into any agreements that conflict with their obligations under this Contract.
2. **Limitation of Liability.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Contract by the indemnifying party, its respective successors and assigns that occurs in connection with this Contract. This section remains in full force and effect even after termination of the Contract by its natural termination or the early termination by either party.
3. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys’ fees, collection fees and the like.
4. **Severability.** In the event that 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.
5. **Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Contract.
6. **Governing Law and Jurisdiction.** The Parties agree that this Contract shall be governed by law.

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1. **Entire Agreement.** The Parties acknowledge and agree that this Contract represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

CLIENT

Name: Signed: Date:

PAINTER

Name: Signed: Date: