Painting Contract

This Painting Contract (the “Contract”) is entered into \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contractor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Customer”), also individually referred to as “Party”, and collectively the “Parties.”

Services Provided:

The following work is being requested by the Customer from the Contractor: The "Services" is defined as:

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 4.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 5.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Property (the location where the Services will be provided) is located at the following address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In line with the terms and conditions of this Contract, the Contractor commits to provide the labor, materials, and supplies required to carry out the Services. The Contractor will clear the Property of all supplies, materials, and other wastes after the Services are finished.

Revision of Services:

The Customer may ask for fair adjustments to the services outlined above. Any modifications to the Services must be made in writing and require the customer and the contractor's signatures. The customer acknowledges that any modifications to the Services could result in extra fees.

Schedule and Location:

The following timeline is how the Contractor will finish the Services. If the client asks for any alterations or additions to the services, the client accepts that all dates are flexible. The weather will also affect when the project will be finished.

Beginning on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Significant (\_\_ percent) Date of completion: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of full completion: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment:

According to the following timetable, the Customer agrees to pay the Contractor the Total Payment listed below for the Services:

Upon execution of the Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Upon completion of \_\_\_\_ % of the Services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Upon completion of all Services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Upon request from the Customer, the Contractor agrees to give the Customer a breakdown of all expenses (including materials and labor).

Termination:

By Customer:

The Customer may terminate the Contract by giving written notice of termination.

If the Contractor repeatedly fails to provide the Services at an acceptable standard and to he reasonable satisfaction of the Customer.

If the Contractor commits any material breach of this Contract and fails to cure the breach within ten (10) days of notice of the breach.

By contractor:

The Contractor may end the Contract by giving the Customer written notice.

If the Customer fails to make the payments within two (2) days of receiving notice that they are due.

If the Customer commits any other material, non-financial breach and fails to remedy the breach within ten (10) days of receiving notice of it.

Dispute Resolution:

The Parties agree to use mediation if a dispute arising out of this Contract cannot be settled by mutual consent. The victorious Party will be entitled to its legal fees, including but not limited to its attorneys' fees if the dispute cannot be settled through mediation and legal action is taken.

Events beyond control:

The Customer acknowledges that the Contractor will not be deemed to have breached this Contract and that the time for the Contractor to complete the Services will be extended if the Contractor is unable to complete the Services by the Completion Date due to factors that were not caused by the Contractor (such as the availability of necessary supplies, a particular paint color, etc.) or because of circumstances beyond the control of the Contractor (such as fire, flood, acts of God, vandalism, etc.).

The same extension will apply to the customer's payment terms to the contractor for the services.

Precautions for safety:

When providing the Services, the Contractor will take all appropriate safety procedures.

For the protection of people and property, the Contractor will abide by all applicable laws, ordinances, rules, regulations, and orders of public authorities.

The Customer pledges to keep any known and prospective risks off the Property.

Severability:

The remaining clauses of this contract will remain legal and enforceable even if one or more of them are found to be invalid or unenforceable for any reason. Any provision of this Contract that the Court finds to be invalid or unenforceable but that, if limited, would be made legal and enforceable shall be taken to have been written, interpreted, and enforced as so limited.

Governing Law:

This Contract shall be governed and construed in accordance with the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, without giving effect to any conflicts of law’s provisions.

By signing below, the customer certifies that they have read, understood, and agree to all of the terms and conditions contained in this contract.

IF THERE ARE ANY BLANK SPACES IN THIS CONTRACT, THE CUSTOMER SHOULD NOT SIGN IT.

AT THE TIME OF SIGNING, THE CUSTOMER IS ENTITLED TO A COPY OF THIS AGREEMENT.

Contractor

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Customer

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_