

# PAINTING CONTRACT

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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 hereby hires the Painter for the purpose of providing painting-related services, as described below, collectively referred to as the “Painting Project”: \_\_\_\_\_

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## **2. Work Schedule**

The Painting Project shall commence on \_\_\_\_\_ and is estimated to take approximately \_\_\_\_\_ to complete. The Painter agrees to ensure the Painting Project is finished no later than \_\_\_\_\_.

## **3. Project Location**

The Painting Project will be located at \_\_\_\_\_

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#### **4. Project Description**

The Painting Project encompasses the following scope of work: \_\_\_\_\_

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#### **5. Scope of Work**

The Client shall be responsible for ensuring that the painting area is free from dust, mildew, fungus, faults, loose materials, and defects, and shall properly prepare the area before the Painter commences work. The Painter guarantees that upon completion, the painted area shall exhibit uniform appearance, complete coverage, and meet the standards set forth in this Contract. The Painter shall be accountable for cleaning any paint-related splatters resulting from the painting process.

#### **6. Materials**

The Client agrees to cover the cost of the following materials and paint supplies required for the successful execution of the Painting Project: \_\_\_\_\_

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#### **7. Terms of Agreement**

This Contract shall be in full force and effect from the start date and shall remain in effect until the Painting Project is completed.

#### **8. Compensation**

In consideration of the services rendered and the supply of materials by the Painter, the Client agrees to the following Payment Terms and Compensation:

- Fee for painting services: \_\_\_\_\_
- Fee for materials: \_\_\_\_\_

## **9. Modifications**

Any modifications or amendments to this Contract must be made in writing and signed by both Parties.

## **10. Termination**

### **a) Termination by the Client:**

The Client reserves the right to terminate this Contract by providing written notice under the following circumstances:

- The Painter breaches any terms of this Contract and fails to rectify the breach within \_\_\_\_\_ days upon receiving notice of the breach.
- The services provided by the Painter do not meet acceptable standards or fail to satisfy the reasonable satisfaction of the Client.

### **b) Termination by the Painter:**

The Painter may terminate this Contract by issuing written notice under the following conditions:

- The Client fails to make the required payments as stipulated in this Contract within \_\_\_\_\_ days of the payment due date.
- The Client commits a material, non-financial breach and fails to remedy the breach within \_\_\_\_\_ days upon receiving notice of the breach.

## **11. Relationship of the Parties**

The Painter shall be considered an independent contractor, and this Contract shall not create any agency, partnership, or employment relationship between the Parties. Both Parties acknowledge that this Contract is non-exclusive, and they are free to enter into similar agreements with other parties. The Painter further agrees not to enter into any agreements that may conflict with the obligations outlined in this Contract.

## **12. Limitation of Liability**

Each Party shall indemnify and hold the other Party, its affiliates, officers, agents, employees, and permitted successors and assigns harmless from any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any nature, arising from the negligence or breach of this Contract by the indemnifying Party, its successors, and assigns. This indemnification provision shall remain in effect even after the Contract's termination.

## **13. Legal Fees**

In the event of a dispute leading to legal action, the prevailing Party shall be entitled to recover its legal fees, including but not limited to attorneys' fees and collection costs.

## **14. Severability**

If any provision of this Contract is deemed invalid or unenforceable, the remainder of the Contract shall remain in full force and effect.

## **15. Legal and Binding Contract**

Both Parties acknowledge that this Contract is legally binding and represent that they have the authority to enter into this agreement.

## **16. Governing Law and Jurisdiction**

This Contract shall be governed by the laws of \_\_\_\_\_ and any disputes arising from this Contract shall fall under the exclusive jurisdiction of the courts in \_\_\_\_\_.

## **17. Entire Agreement**

The Parties agree that this Contract represents the entire agreement between them. Any changes, additions, or modifications to this Contract shall be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**Designer**

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

Signature: \_\_\_\_\_

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

**Client**

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

Signature: \_\_\_\_\_

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

Please note that it is important to review and understand all the provisions and obligations set forth in this Agreement before signing. If there are any questions or concerns regarding the terms, it is advisable to seek legal advice or clarification. By signing above, the Parties acknowledge that they have read and comprehended the Agreement and agree to be bound by its terms and conditions.