

PAINTING CONTRACT

1. **THE PARTIES.** This Painting Contract (the "Agreement") made on _____, is by and between:

Painter: _____ with a mailing address of _____ (the "Painter"), and

Client: _____ with a mailing address of _____ (the "Client").

The Painter and the Client are each referred to as a "Party" and, collectively, as the "Parties" and agree as follows:

2. **TERM.** The term of this Agreement shall commence on _____, and terminate on the: (check one)

- **Completion of Services.** Upon completion of the Services performed.

- **End Date.** This Agreement shall end on the date of _____.

- **Other:** _____.

3. **SERVICES.** The Painter agrees to provide the following to the Client:

Hereinafter known as the "Services."

4. **COMPLETION OF SERVICES.** The Painter shall be required to complete the Services: (check one)

- **On the End Date.** On the End Date mentioned in Section 2.

- **Reasonable Timeframe.** In accordance with industry standards.

- **Other:** _____.

This Agreement shall automatically terminate upon the completion of Services by the Painter and to the Client's approval.

5. PAYMENT AMOUNT. The Client agrees to pay the Painter: (check one)

- **Per Hour.** \$ _____ / hour.
- **Total Project.** \$ _____ for the completion of the Services in its entirety.
- **Other:** _____.

Hereinafter known as the "Compensation" and is in exchange for the completion of the Services by the Painter.

6. DEPOSIT. The Client agrees to pay: (check one)

- **Deposit.** The Client shall pay \$ _____ which is: (check one)
 - Refundable
 - Non-Refundable
- **No Deposit.**

7. PAYMENT METHOD. The Client shall pay the Compensation: (check one)

- **Completion of Services.** Upon completion of the Services performed.
- **When Invoiced.** Within 30 days after receiving an invoice from the Painter.
- **In Payments.** Payments shall start on _____, and continue:(check one)
 - Weekly
 - Bi-Weekly
 - Monthly
 - Other: _____.
- **Other:** _____.

8. EXPENSES. The Painter shall be: (check one)

- **Responsible for ALL expenses.** The Painter shall be responsible for all expenses related to providing the Services under this Agreement.
- **Responsible for SOME expenses:** The Painter will be required to pay:

- **Responsible for NO expenses.** The Painter shall not be responsible for any expenses related to providing the Services.

For any expenses to be paid by the Client under this section, the Client agrees to pay the Painter within thirty (30) days of receiving notice of any other expense directly or indirectly related to the Services. Upon the Client's request, the Painter may have to show receipts or proof of purchase for any owed expense.

9. OPTION TO TERMINATE. Both Parties shall have: (check one)

- **An Option to Terminate.** Both Parties shall have the option to terminate this Agreement at any time by providing at least ____ day(s) written notice.

- **No Option to Terminate.** Neither Party shall have the option to terminate this Agreement unless there is reasonable cause or either Party has violated this Agreement.

10. INSURANCE. The Liability Insurance shall: (check one)

- **Have a Minimum Limit.** The Liability Insurance shall be a minimum amount of: (enter below)

a.) Single Limit Claim Amount: \$_____.

b.) Aggregate Limit Claim Amount: \$_____.

- **Have No Minimum Amount.** Unless otherwise required by federal, state, or local laws and authorities.

The Painter agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Painter agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability (the "Liability Insurance").

11. INSPECTION OF SERVICES. Any Compensation shall be subject to the Client inspecting the completed Services provided by the Painter. If any of the Services performed by the Painter pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Painter, at which time the Painter shall promptly correct such work within a reasonable time. The Painter agrees that they shall perform the Services in compliance with the policies, standards, and regulations of the Client and in accordance of local, state, and federal laws, and to the best of their abilities.

12. RETURN OF PROPERTY. Upon termination of this Agreement, all property provided by the Client must be returned by the Painter. Failure to do so may result in a delay in any final payment made by the Client.

13. TIME IS OF THE ESSENCE. The Painter acknowledges that time is of the essence in regard to the performance of all Services.

14. MUTUAL INDEMNIFICATION. Subject to the terms and conditions set forth in this Agreement, each Party shall indemnify, hold harmless, and defend the other Party and its managers, officers, directors, employees, agents, affiliates, and permitted successors and assigns, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are brought on account of any injuries or damage, or loss, real or alleged, received or sustained by any person, persons, or property, arising out of the Services provided under this Agreement or by either Party's failure to perform or comply with any requirements of this Agreement, including, but not limited to, any claims for personal injury, property damage, infringement of copyright, patent, or other proprietary rights.

15. CONFIDENTIALITY. The Painter acknowledges and agrees that all of the Client's financial and accounting records, lists of property, including amounts paid, client and customer lists, and any other data and information related to the Client's business is confidential (the "Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, the Painter shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Painter or any other person, except with prior written consent from the Client.

a.) Return of Documents. The Painter acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

b.) Injunction. The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Painter under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Painter agrees that should they breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client.

c.) No Release. The Painter agrees that the termination of this Agreement shall not release them from the obligations in this Section.

16. TAXES. The Painter shall pay and be solely responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Painter hereunder. Any such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the Services are for the Painter's account, and the Painter hereby agrees to pay such taxes. Further, the Painter is solely responsible for the withholding of income taxes of the Painter's personnel, and the payment and withholding of social security and other payroll

taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits thereof.

17. INDEPENDENT CONTRACTOR STATUS. The Painter, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Painter or their employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Painter agrees and represents that:

- a.) The Painter has the right to perform Services for others during the term of this Agreement;
- b.) The Painter has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed;
- c.) The Painter shall select the routes taken, starting and ending times, days of work, and the order in which work will be performed;
- d.) The Painter has the right to hire assistants as subcontractors or to use employees to provide the Services under this Agreement;
- e.) Neither the Painter nor the Painter's employees or personnel shall be required to wear any uniforms provided by the Client;
- f.) The Services required by this Agreement shall be performed by the Painter or the Painter's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Painter;
- g.) Neither the Painter nor the Painter's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and
- h.) Neither the Painter nor the Painter's employees or personnel shall be required by the Client to devote full time to the performance of the Services required by this Agreement.

18. SAFETY. The Painter shall be solely responsible for protecting its employees, sub-Painters, material suppliers, and all other persons from risk of death, injury, or bodily harm arising from or in any way related to the Services or the site where Services are being performed (the "Work Site"). In addition, Painter agrees to act in accordance with the rules and regulations administered by federal law and OSHA. The Painter shall be solely responsible and liable for any penalties, fines, or fees incurred.

19. ALCOHOL AND DRUGS. The Painter agrees that the presence of alcohol and drugs is prohibited on the Work Site and while performing their Services. If the Painter or any of their agents, employees, or subcontractors are determined to be using or in possession of alcohol or drugs, this Agreement shall terminate immediately.

20. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and

assigns of the Parties. Any provision hereof which imposes upon the Painter or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Painter or Client.

21. DEFAULT. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, claims identified in Section 14, equitable relief under Section 15, and as otherwise permitted by this Agreement or by law.

22. NO WAIVER. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

23. GOVERNING LAW. This Agreement shall be governed under the laws where the Services are provided.

24. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

25. ADDITIONAL TERMS & CONDITIONS.

26. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

IN WITNESS WHEREOF, the Parties have signed and duly executed this Agreement on the dates identified below.

Client Signature: _____ **Date:** _____
Print Name: _____

Painter Signature: _____ **Date:** _____
Print Name: _____