

# Painting Contract



This Painting Contract (hereinafter referred to as the “Contract”) is entered into effect as of \_\_\_\_\_ by and between \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as the “customer”) and with A-Quality Painting with a mailing address of “P.O. BOX 303 Louisville, KY 40201” (hereinafter referred to as the “contractor”), collectively referred to as the “Parties,” both of whom agree to be bound by this Contract

1. **Painting Services.** The Customer wishes to obtain the Contractor’s services to perform the following work:

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(the “**Services**”).

The Services are to be performed at the following address:

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(the “**Property**”).

The Contractor agrees to furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Contract. Upon completion of the Services, the Contractor will remove all materials, supplies, and other debris from the Property.

2. **Changes in the Services.** The Customer may request reasonable changes to the Services described in Section 1. Any changes to the Services must be in writing and signed by both the Contractor and the Customer. The Customer agrees that any changes to the Services may result in additional charges and extend the Painting Schedule described in Section 3.

3. **Painting Schedule.** The Contractor will complete the Services in accordance with the following schedule. The Customer agrees that all dates are subject to change if the Customer requests any changes or additions to the Services. Completion date is further subject to weather conditions.

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

Substantial (50%) Completion Date: \_\_\_\_\_

Full Completion Date: \_\_\_\_\_

4. **Payment Schedule.** The Customer agrees to pay the Contractor the Total Payment specified below for the Services in accordance with the following schedule:

Upon execution of the Contract: 25% of the agreed payment for completion of services will be paid to the painter.

Upon completion of 50% of the Services: An additional 25% of the agreed payment for completion of services totaling in 50% of the payment.

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

TOTAL AMOUNT DUE: \$ \_\_\_\_\_

The Contractor agrees to provide the Customer a breakdown of all costs (i.e., materials and labor) upon the Customer's request allowing 5 business days. All payments are final and can not be refunded.

5. **Events Beyond Contractor's Control.** The Customer agrees that if the Contractor is unable to complete the Services by the Completion Date because of reasons that were not caused by the Contractor (i.e., availability of necessary supplies, specific paint color, etc.) or because of events beyond the Contractor's control (such as fire, flood, acts of God, vandalism, weather, family emergencies, etc.), the Contractor will not be deemed to have breached this Contract and the time for the Contractor to complete the Services will be extended by the amount of time reasonably necessary for the Contractor to complete the Services and at a schedule agreeable to the Parties. The time for the Customer to pay the Contractor for the Services will be extended in the same manner.
6. **Safety Precautions.** The Contractor will take all reasonable safety precautions in performing the Services. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property. The Customer agrees to keep

the Property clear of all known and potential hazards. The Customer further agrees to keep all pets out of the work area of the Property.

7. **Termination.** The Customer can terminate the Contract by giving written notice: (a) if the Contractor commits any material breach of this Contract and fails to correct the breach within ten (10) days of notice of the breach; or (b) if there is any repeated failure by the Contractor to provide the Services of an acceptable standard and to reasonable satisfaction.

The Contractor can terminate the Contract by giving written notice: (a) if the Customer fails to make the payments required and set forth in Section 4 within two (2) days of notice of failure to make a payment; or (b) if the Customer commits any other material, non-financial breach and fails to correct the breach within ten (10) days of notice of the breach.

8. **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.
9. **Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing signed by both Parties.
10. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
11. **Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Contract.
12. **Severability.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. **Waiver.** The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
14. **Applicable Law.** This Contract shall be governed and construed in accordance with the laws of the state where the Property is located, without giving effect to any conflicts of laws provisions.

**BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CUSTOMER IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. THE CUSTOMER SHOULD NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES. THE CUSTOMER IS ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME OF SIGNATURE.**

[The remainder of this page is intentionally left blank. Signature page follows.]

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

**Contractor**

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

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

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

**Customer**

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

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

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