



Painting Contract

This Painting Agreement is executed by and between:

_____, with address at _____
_____ (hereinafter known as "Contractor"); and _____, with address
at _____ (hereinafter
known as "Client");

1. Services

The Contractor agrees to perform the following (hereinafter known as the "**Services**");

The Contractor agrees to provide and perform painting services ("Services") for the Client's
property with address located at _____
_____.

2. Payment

The Client agrees to pay the Contractor the Total Payment as follows with the following schedule:

Upon the execution of the Contract:

Upon the completion of ____% of the Services:

Upon the completion of all the Services:

Total Amount Due:

The Payment Mode shall be _____.

3. Schedule of Services

The Contractor agrees to complete the Services in accordance with the schedule as follows:

Start Date:

Substantial _____% Completion Date:

Full Completion Date:

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.

4. Expenses

The Contractor agrees to be responsible for all expenses incurred while performing the Services under this Agreement. The expenses include but are not limited to supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services.

5. Changes in the Services

The Client may request reasonable changes to the Services any time during the performance of the Services. Any changes requested by the Client must be in writing and signed by both parties. The Client agrees that any changes to the Services may result in additional charges and extend the Schedule of Services promulgated in Article 3 of this Agreement.

6. Events Beyond the Contractor's Control

The Client agrees that if the Contractor is unable to complete the Services described in Article 1 of this Agreement by the Completion Date because of the reasons that are not caused by the Contractor such as necessary supplies availability, specific paint color and etc., and reasons that are beyond the Contractor's control such as fire, flood, acts of God, vandalism etc., the Contractor shall not be deemed to have breached this Agreement. The Parties shall mutually agree on a new due date and extend the completion period of the Services in such case.

7. Business Licenses, Permits and Certificates

The Contractor represents and warrants that all employees and personnel associated with the Services shall comply with the federal, state and local laws requiring any required licenses, permits and certificates necessary to perform the Services.

8. Liability Insurance

The Contractor agrees to bear all responsibility for the actions related to themselves and their employees under this Agreement. Additionally, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability and cross-liability.

9. Indemnification

The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

10. Termination

This Agreement shall be terminated without requiring prior written notice when the Services described above are fulfilled on the date stated in Article 3, Full Completion Date.

The Client can terminate the Agreement when following conditions occur by giving prior 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 the reasonable satisfaction of the Customer.

The Contractor can terminate the Contract in following conditions occur by giving prior 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.

11. Independent Contractor

The Contractor shall be considered an independent contractor. No employer-employee relationship shall be considered in this Agreement.

12. Miscellaneous

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 Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered, or supplemented except in writing signed by both Parties.

Dispute Resolution and Legal Fees

In the event of a dispute arising out of this Agreement 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.

Legal and Binding Contract

This Contract is legal and binding between the Parties as stated above. This Agreement 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.

Severability

If any provision of this Agreement 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 Agreement 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.

Waiver

The failure of either Party to enforce any provision of this Agreement 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 Agreement.

Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the state of _____, without giving effect to any conflicts of laws provisions.

The Parties have set their hands and sign this Agreement to make effective

on _____.

Contractor Signature

Client Signature



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