

PAINTING CONTRACT

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This Painting Contract (this "**Contract**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [CONTRACTOR ADDRESS] ("**Contractor**"); and

[CUSTOMER NAME], with an address at [CUSTOMER ADDRESS] ("**Customer**").

Contractor and Customer are each a "**Party**" and together the "**Parties**."

Recitals. Customer owns or controls the property located at [PROPERTY ADDRESS] (the "**Property**") and wishes to engage Contractor to perform certain interior and/or exterior painting work at the Property. Contractor is in the business of providing painting services and wishes to perform that work on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Work

1.1 Work. Contractor will furnish the labor, materials, and equipment necessary to perform the painting work described in **Exhibit A** (the "**Work**"), including the specific rooms, surfaces, or building elevations, the number of coats, and the finish to be applied.

1.2 Surface preparation. Unless Exhibit A states otherwise, the Work includes reasonable surface preparation such as cleaning, scraping loose paint, light sanding, spot priming, and filling minor cracks and nail holes. Extensive repair, carpentry, or substrate replacement is not included unless listed.

1.3 Colors and finishes. Customer will select colors, sheens, and product lines in writing before the affected Work begins. Color drawdowns or sample areas may be provided on request. Color appearance may vary by lighting, surface, and sheen.

1.4 Exclusions. Unless expressly listed in Exhibit A, the Work does not include wallpaper removal, drywall or plaster reconstruction, mold or moisture remediation, lead-paint abatement, staining of decks, or moving of heavy furniture or fixtures.

2. Lead Paint and Regulatory Compliance

2.1 Pre-1978 structures. For housing or child-occupied facilities built before 1978, federal and state lead-safe rules may apply. Contractor will follow the lead-safe work practices required by applicable law and will provide any legally required disclosures or pamphlets.

2.2 Permits. Painting work typically does not require a building permit, but Customer is responsible for any homeowners-association or building-management approvals, and Contractor will obtain any permit that applicable law does require.

2.3 Disposal. Contractor will dispose of paint waste and materials in accordance with applicable environmental rules.

3. Schedule

3.1 Commencement and completion. Contractor will begin the Work on or about [START DATE] and will use commercially reasonable efforts to achieve substantial completion by [TARGET COMPLETION DATE], subject to weather (for exterior work), drying times, and matters beyond Contractor's reasonable control.

3.2 Weather. Exterior Work depends on suitable temperature and humidity per the product manufacturer's specifications. Contractor may reschedule affected Work without penalty when conditions are unsuitable.

3.3 Access and readiness. Customer will provide reasonable access to the Property and the work areas, clear the areas to be painted of small items, and secure pets during the Work. Delays caused by lack of access or readiness may extend the schedule and adjust pricing.

4. Contract Price and Payment

4.1 Price. Customer will pay Contractor [TOTAL CONTRACT PRICE] for the Work (the "Contract Price"), on a [FIXED-FEE / TIME-AND-MATERIALS / PER-SQUARE-FOOT] basis as described in Exhibit A.

4.2 Deposit. Customer will pay a deposit of [AMOUNT OR PERCENT] before the Work begins. Some jurisdictions limit the deposit a contractor may collect on residential work; the deposit must comply with applicable local law.

4.3 Progress and final payment. Customer will pay progress payments as set out in Exhibit A or, if none, within [NUMBER, e.g. 15] days after each invoice. Final payment is due within [NUMBER] days after substantial completion and Customer's walkthrough under Section 5.

4.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law. Contractor may suspend Work on [NUMBER] days' written notice if an undisputed amount remains unpaid past its due date.

4.5 Lien rights. Contractor and its suppliers may have lien rights under applicable law for unpaid amounts. Lien waivers will be exchanged in accordance with local law as payments are made.

5. Walkthrough, Touch-Ups, and Warranty

5.1 Walkthrough. On substantial completion, the Parties will walk through the Work together and prepare a punch list of items to be corrected. Contractor will complete reasonable punch-list touch-ups before final payment.

5.2 Workmanship warranty. Contractor warrants that the Work will be free from defects in workmanship—such as peeling, blistering, or excessive flaking attributable to improper application—for [NUMBER, e.g. 24] months after substantial completion. Contractor will repair covered defects reported within the warranty period at no additional labor charge.

5.3 Materials. Paint and coatings carry only the manufacturer's warranty. Customer-supplied paint is applied at Customer's risk and is not covered by Contractor's warranty.

5.4 Warranty exclusions. The warranty does not cover normal wear, fading, chalking, surfaces in poor condition disclosed before the Work, moisture intrusion, settlement cracks, abuse, or damage by others.

6. Changes

6.1 Change orders. Any change to the Work—including added rooms, color changes after application, or extra coats—takes effect only when both Parties sign a written change order describing the change and its effect on the Contract Price and schedule. Contractor is not obligated to perform extra work until a change order is signed.

6.2 Hidden conditions. If preparation reveals conditions requiring repair beyond the agreed scope (for example, rot, water damage, or failed prior coatings), Contractor will notify Customer and proceed only after the Parties agree on a change order.

7. Property Protection, Insurance, and Liability

7.1 Protection. Contractor will take reasonable measures to protect floors, furnishings, landscaping, and fixtures from paint and overspray, using drop cloths and masking as appropriate.

7.2 Insurance. Contractor will maintain general liability insurance of at least **[AMOUNT]** and workers' compensation insurance as required by law. Certificates will be provided on request.

7.3 Limitation of liability. Except for the excluded matters in Section 7.4, neither Party is liable for indirect, incidental, special, or consequential damages, and Contractor's total liability will not exceed the Contract Price.

7.4 Exclusions. The limitation in Section 7.3 does not apply to bodily injury, property damage caused by a Party's negligence or willful misconduct, indemnification obligations, or liability that cannot be limited under applicable law.

7.5 Indemnification. Each Party will indemnify the other against third-party claims arising from its own negligence or willful misconduct, subject to the limitations above.

8. Termination

8.1 For convenience. Customer may terminate on **[NUMBER]** days' written notice; Customer will pay for Work performed and materials ordered through the termination date.

8.2 For cause. Either Party may terminate on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice. Customer's failure to pay undisputed amounts is a material breach.

8.3 Effect. On termination, Contractor will leave the Property in a clean, safe condition and remove its equipment and debris, and Customer will pay all amounts then due.

9. General Provisions

9.1 Independent contractor. Contractor is an independent contractor. Nothing creates a partnership, joint venture, or employment relationship.

9.2 Governing law and venue. This Contract is governed by the laws of the State of **[STATE]**. The Parties submit to the courts located in **[COUNTY, STATE]**.

9.3 Dispute resolution. The Parties will attempt in good faith to resolve any dispute by direct discussion before filing suit. **[OPTIONAL: mediation or arbitration — discuss with counsel.]**

9.4 Notices. Notices must be in writing and delivered to the addresses above or as updated in writing, and are effective on receipt.

9.5 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and mitigates.

9.6 **Entire agreement; amendment.** This Contract, with its Exhibits and signed change orders, is the entire agreement and may be amended only in a writing signed by both Parties.

9.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.8 **Counterparts and electronic signature.** This Contract may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

CONTRACTOR	CUSTOMER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE / N/A]
Date: _____	Date: _____

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