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Painting Services Agreement

This Packet Includes:

1. General Information
2. Instructions and Checklist
3. Step-by-Step Instructions
4. Painting Services Agreement

General Information

Painting Services Agreement

This Painting Services Agreement is between a Client and a Contractor who will perform painting services for the Client. This services agreement sets out the specific terms of the arrangement including the specific painting services (interior, exterior, windows, etc.), the location where the painting will take place, the specific hours the Contractor may paint, commencement and ending dates of the agreement and how much the Contractor will be paid. This agreement also sets forth that Contractor is considered an independent contractor and not an employee or agent of the Client.

It is essential that this type of agreement be set out in writing. A written Painting Services Agreement will prove useful in the event of disagreements or misunderstandings between the parties regarding the scope and extent of the painting services to be rendered.

Instructions and Checklist

Painting Services Agreement

- ❑ Both parties should read the agreement carefully.
- ❑ Insert all requested information in the spaces provided on the form.
- ❑ This agreement includes an arbitration provision. If you prefer to settle any disputes through the court system, simply remove this language from the "Dispute Resolution" provision and replace with applicable language.
- ❑ This form contains the basic terms and language that should be included in similar agreements.
- ❑ Both the Client and the Contractor must sign the agreement.
- ❑ Both parties should retain either an original or copy of the signed agreement.
- ❑ All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

Step-by-Step Instructions

Painting Services Agreement

The following instructions will walk you through each provision to help you fully understand the terms of your agreement. The numbers below correspond with the respective provision within the Agreement.

Heading: Fill in the date that the Agreement is being entered into, and the name of each party (both Client and Contractor).

Section 1: Services. Describe in detail the painting services the Contractor will provide to Client.

Section 3: Premises. Specify the exact location where the painting will take place.

Section 4: Duration. Specify the exact date the painting will commence and the hours in which the painting can take place.

Section 4: Equipment. Unless modified, specifies that the Contractor will use his/her own equipment for this particular painting job.

Section 5: Payment. Fill in the amount the Contractor will be paid. Specify when the payments will be made and whether the payment will be in the form of cash, check or credit card.

Section 6: Expenses. Fill in the expenses which Client will reimburse to Contractor.

Section 7: Independent Contractor. Sets forth that Contractor is considered an independent contractor and not an employee, agent or broker of the Client.

Section 8: Assignment. The Contractor may not assign or delegate any of its duties under this services contract to another party without the prior written consent of the Client.

Section 9: Termination. The Client may terminate this contract if Contractor commits any material breach and fails to cure within two days or if there is a repeated failure to provide acceptable services.

Section 10: Notices. Fill in the mailing address of each party to be used for mailing of written notices.

Section 11: Governing Law. Fill in the state whose laws will govern this agreement.

Section 12: Dispute Resolution: All disputes under this services agreement will be settled pursuant to the rules and regulations of the American Arbitration Association.

Section 13: Severability: If any provisions under this agreement are held to be illegal or invalid, the agreement shall be construed as if those provisions had never been a part of this agreement.

Section 14: Limitation of Liability: In no event shall either party be liable to the other for indirect, incidental, consequential, special or exemplary damages.

Section 15: Liability: The Contractor will be liable for any damages to Client's or another's property if such damage is caused by Contractor's negligence or willful act.

Section 16: Entire Agreement/Amendment: This agreement is the final agreement between the parties and supersedes all prior agreements. No modification or amendment shall be effective unless set forth in writing and signed by both parties.

Signature Blocks. Each party should sign and date an original agreement and retain the original agreement for their review and reference.

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PAINTING SERVICES AGREEMENT

THIS PAINTING SERVICES AGREEMENT (the "**Agreement**") is made and entered on this __ day of _____, 20____, by and between

_____ of _____ (the "**Contractor**") and

_____ of _____ (the "**Client**")

Contractor and Client shall individually be referred to as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Client desires to obtain certain Painting Services from the Contractor; and

WHEREAS, the Contractor hereby agrees to provide such Painting Services to the Client in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **PAINTING SERVICES**

Contractor will perform the following Painting Services: _____ ("**Painting Services**"). Contractor hereby undertakes that it shall follow the highest professional standards in performing the Painting Services and will comply with all relevant statutes, regulations or requirements of any competent authority.

The Painting Services shall include:

[ ] Removal of existing paint
[ ] Washing and disinfection
[ ] Application of Primer
[ ] Application of _____ number of paint coats
[ ] Completing above acts for all rooms of Premises: Master Bed Room, Bath, Kitchen and their Ceilings
[ ] Cleaning of paint drips, spills, over painting, etc.;
[ ] Removing all of Contractor's materials and debris from the Premises.

2. PREMISES

The Contractor shall perform the Painting Services in the following Premises:
_____
_____
_ ("**Premises**").

3. DURATION

The Painting Services shall be commenced on the ____ day of _____, 20____, and shall be substantially completed by the _____ day of _____, 20__. The Services shall be performed between _____ a.m. and _____ p.m. Client will give Contractor access to the Premises during these hours and any additional mutually agreed upon times.

4. EQUIPMENT

While performing the Painting Services, Contractor will use his/her own equipment.

5. PAYMENT

Client shall pay the Contractor for its Painting Services the sum of $_____. The said payment shall be made upon completion of the Painting Service by the Contractor to the complete satisfaction of the Client.

6. EXPENSES

Other than the charges specified above, the Client shall not be liable to reimburse Contractor for any other expenses, unless otherwise agreed between the Parties in advance.

7. INDEPENDENT CONTRACTOR

Contractor shall provide the Painting Services as an independent contractor and Contractor shall not act as an employee, agent or broker of the Client. As an independent contractor, Contractor will be solely responsible for paying any and all taxes levied by applicable laws on its compensation.

8. ASSIGNMENT

Contractor shall not assign any of his/her rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client and any attempt by Contractor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

9. TERMINATION

The Client can terminate this Agreement by giving written notice: (a) if the Contractor commits any material breach of this Agreement and fails to remedy such breach within 2 days of notice, where such breach is capable of remedy, (b) if there is any repeated or persistent failure on part of the Contractor to provide Painting Services of an acceptable standard and to the complete satisfaction of the Client.

10. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

Client:

_____

_____

_____

Contractor:

_____

_____

_____

11. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of _____.

12. DISPUTE RESOLUTION

All disputes under this Agreement shall be settled by arbitration in _____ before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the Parties hereto.

This provision for arbitration shall be specifically enforceable by the Parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

13. SEVERABILITY

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO CONTRACTOR.

15. LIABILITY

The Contractor will be liable for any damage to the Client's and any other person's property if such damage is caused by the Contractor's negligence or willful act.

16. ENTIRE AGREEMENT; AMENDMENT

This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the Parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first set forth above.

CLIENT	**CONTRACTOR**
By: _____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____