

Painting Contract

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Painting Contract

This Painting Contract (this "Agreement") is made on [Date] between [Client's full legal name] of [Property address] (the "Client") and [Painting Contractor's full legal name] of [Painting Contractor's business address] (the "Contractor"). The Client and the Contractor are each a "Party" and together the "Parties".

The Client owns or controls the property at [Property address, if different from above] (the "Property") and wishes to have it painted as described in this Agreement, and the Contractor is willing to perform that work on the terms set out below.

1. Scope of Work

The Contractor shall paint the following areas of the Property:

[List rooms, areas, or exterior elevations to be painted, e.g. living room and hallway walls and ceiling, or the north and west exterior siding and trim] .

The work is [Select: interior / exterior / interior and exterior] .

The following surfaces are included in the Scope of Work:

[List surfaces, e.g. drywall, trim, doors, cabinets, siding, fascia, deck] . The following are

expressly excluded and are not covered by the price in clause 7:

[List exclusions, e.g. ceilings, garage interior, wallpaper removal, or state none] .

The following items on or near the work area shall be moved, removed, or protected in place by the Contractor before work begins, and shall not be painted:

[List fixtures, hardware, outlet covers, or built-ins to mask or remove, e.g. light fixtures, switch plates, door hardware] .

Any work not listed in this clause is outside the Scope of Work and is not included in the price. It becomes part of the Scope of Work, with an agreed additional price, only once both Parties confirm it in writing under clause 8.

2. Surface Preparation

Before applying any primer or paint, the Contractor shall prepare every surface in the Scope of Work to the following standard: scrape and remove all loose, flaking, or peeling paint; sand surfaces smooth and feather the edges of scraped areas so they do not show through the finished coat; fill and sand nail holes, cracks, and gouges with an appropriate filler; and clean surfaces of dust, grease, mildew, and other contaminants that would affect paint adhesion.

The Contractor shall spot-prime all bare wood, drywall patches, filled areas, and any surface where prior coating was removed, using a primer appropriate to the substrate, before the first finish coat is applied.

[Additional prep requirements, e.g. caulking, pressure washing, mildew treatment, or state none] .

If the Contractor discovers a condition that ordinary surface preparation cannot correct

— rot, structural damage, active water intrusion, or a substrate unsuitable for painting
— the Contractor shall notify the Client before proceeding. Correcting that condition is outside the Scope of Work unless the Parties agree in writing under clause 8 to add it.

Surface preparation performed to the standard in this clause is a condition of the Contractor's warranty under clause 10; it is not a separate billable step unless clause 7 states a separate prep price.

3. Paint Specification and Coats

The Contractor shall apply [Number of coats, e.g. two (2)] finish coats to each surface in the Scope of Work, over the primer required by clause 2, using the following paint:

[Paint brand and product line, e.g. Sherwin-Williams SuperPaint, or state "Contractor-grade equivalent to [named product]" ,

in sheen [Sheen, e.g. eggshell for walls, semi-gloss for trim] .

The Client has selected, or shall select under clause 4, the following color(s):

[Color name(s) and code(s), by surface or area, or state "to be selected under clause 4"] . The

Contractor shall use only the specified paint brand, product line, and sheen unless the Client agrees in writing to a substitute; a substitute of materially lower quality or a different product line is a breach of this clause regardless of color match.

Coverage and dry time shall follow the paint manufacturer's published specifications for the substrate and conditions. The Contractor shall not apply a coat over one that has not cured sufficiently under those specifications, and shall not thin paint beyond the manufacturer's stated limits to extend coverage.

The paint brand, product line, sheen, and number of coats stated in this clause — together with the surface preparation standard in clause 2 — are the acceptance criteria for the work under clause 9, in place of any milestone, percentage-complete, or substantial-completion measure.

4. Color Selection and Changes

Where a color is not already specified in clause 3, the Client shall select it, including from any color samples, drawdowns, or test patches the Contractor provides, within [Color selection period, e.g. five (5) business days] of the Contractor's request. A delay in color selection beyond that period extends the schedule in clause 6 by the length of the delay.

If the Client changes a previously selected color after the Contractor has purchased paint or begun applying it, the Client shall pay the cost of the paint already purchased or applied for the affected surface, plus the Contractor's reasonable cost to redo any completed work in the new color, in addition to the price in clause 7. The Contractor shall give the Client a written estimate of that additional cost before proceeding with

the change.

The Contractor is not responsible for a color that, once applied and dried, differs from the Client's expectation if the paint used matches the color name and code the Client selected under this clause — sample chips, screens, and drawdowns can render differently from a fully painted surface, and the Contractor shall advise the Client of this before application where practical.

5. Protection of Property and Cleanup

The Contractor shall cover and protect floors, furniture, fixtures, landscaping, and any surface outside the Scope of Work with drop cloths, masking, or other suitable protection before beginning work each day, and shall remove that protection at the end of each work day unless the Client agrees otherwise.

The Contractor shall remove overspray, drips, and paint residue from any surface outside the Scope of Work promptly, at the Contractor's expense, and shall leave the work area broom-clean at the end of each work day. On completion, the Contractor shall remove all masking, debris, empty containers, and equipment, and dispose of paint waste in accordance with applicable law.

The Client shall move small, fragile, or valuable items out of the work area before work begins; the Contractor is not responsible for damage to items the Client was asked to move but did not.

6. Schedule

The Contractor shall begin work on or about [Start date] and complete the Scope of Work within [Estimated duration, e.g. five (5) working days], weather and change orders permitting.

For exterior work, the Contractor may postpone application on any day when temperature, precipitation, or humidity falls outside the paint manufacturer's application specifications. A postponement under this clause extends the completion date by the length of the delay and is not a breach by the Contractor.

7. Price and Payment

The total price for the Scope of Work is [Total price], payable as follows:

[Payment schedule, e.g. 30% deposit on signing, 40% on completion of surface preparation, 30% on final acceptance under clause 9].

The Client shall pay each installment within [Payment period, e.g. five (5) days] of the Contractor's invoice or the milestone stated above, by [Accepted payment method]. If a payment is more than [Grace period, e.g. seven (7) days] late, the Contractor may pause work until the account is current without that pause being a breach of this Agreement.

The price includes all paint, primer, and materials specified in clauses 2 and 3, and the Contractor's labor. It does not include the cost of any condition or additional work under clause 2, clause 4, or clause 8.

8. Change Orders

Either Party may propose a change to the Scope of Work, the paint specification, the color, or the schedule. A change is binding only once both Parties sign a written change order stating the change, any price adjustment, and any adjustment to the completion date.

The Contractor is not obligated to perform, and the Client is not obligated to pay for, any work not covered by this Agreement or a signed change order.

9. Completion and Acceptance

When the Contractor believes the Scope of Work is complete, the Contractor shall notify the Client and the Parties shall conduct a walkthrough of the work area within [Walkthrough period, e.g. three (3) days] of that notice.

The work is accepted if it meets the surface preparation standard in clause 2 and the coat count and paint specification in clause 3, applied to the surfaces in the Scope of Work, ordinary touch-up items excepted. The Client shall list any specific surface that does not meet that standard in writing at the walkthrough; the Contractor shall correct listed items at no additional charge within [Correction period, e.g. seven (7) days].

If the Client does not conduct the walkthrough or provide a list of deficiencies within the period stated above, the work is deemed accepted. Acceptance under this clause does not waive the warranty in clause 10.

10. Warranty

The Contractor warrants that, for [Warranty period, e.g. two (2) years] from the date of acceptance, the painted surfaces will not peel, blister, or crack as a result of the Contractor's workmanship or failure to follow the surface preparation standard in clause 2. The Contractor shall correct a covered failure, at no charge, by re-preparing and repainting the affected surface to the standard in clauses 2 and 3.

This warranty does not cover: normal fading or wear; damage from a condition excluded under clause 2 or not disclosed to the Contractor before work began; substrate movement, settling, or moisture intrusion unrelated to the Contractor's work; damage caused by the Client or a third party after acceptance; or surfaces the Client declined to have prepared to the standard in clause 2.

To make a claim under this clause, the Client shall notify the Contractor in writing,

describing the affected surface and the defect, within the warranty period. The Contractor shall inspect the claimed area within a reasonable time and, if the claim is covered, schedule the correction promptly.

11. Insurance and Compliance

The Contractor shall maintain, for the duration of the work, general liability insurance of at least [Minimum coverage, e.g. \$1,000,000] and any workers' compensation coverage required by law for its employees, and shall provide proof of coverage on the Client's written request.

The Contractor holds

[License or registration, e.g. state contractor license number, or state "no license required for this scope"]

and shall perform the work in compliance with applicable building, safety, and environmental regulations, including lawful handling and disposal of paint and any lead-based paint precautions required for the Property's age and location.

12. Liability and Termination

The Contractor is liable for damage to the Property directly caused by its negligence in performing the work, subject to the correction remedy in clause 9 and the warranty in clause 10 for the painted surfaces themselves. The Contractor is not liable for pre-existing conditions, or for damage to items the Client was asked to move under clause 5 but did not.

Either Party may terminate this Agreement on written notice if the other commits a material breach not remedied within [Cure period, e.g. seven (7) days] of written notice describing it. On termination, the Client shall pay for work completed and materials purchased for the job up to the termination date, and the Contractor shall leave the work area in a reasonably clean and safe condition.

13. Governing Law and General

This Agreement is governed by the laws of [Governing law, e.g. the State of Texas] , and any dispute arising out of it is subject to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Agreement is the entire agreement between the Parties about the work described in it and replaces any earlier estimate, proposal, or understanding on that subject. It may be amended only in a writing signed by both Parties, and may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Painting Contractor

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____