

PAINTING CONTRACT

This Painting Contract ("Contract") is made on [date] between:

Client: [full legal name], of [mailing address] ("Client"), and

Painting Contractor: [business legal name], license or registration no. [number, if required], of [address] ("Contractor").

Property: [street address, city, state, ZIP]

1. Areas and Surfaces

Contractor will paint the following (the "Work"):

Area	Surfaces	Color (name / code)	Sheen	Coats
[Living room]	[walls]	[color]	[matte / eggshell / satin / semi-gloss]	[primer + 2]
[Living room]	[ceiling]	[color]	[flat]	[2]
[Living room]	[trim and doors]	[color]	[semi-gloss]	[2]
[Exterior]	[siding]	[color]	[satin]	[2]
[other]	[surfaces]	[color]	[sheen]	[coats]

Not included unless listed above: ☐ closets ☐ ceilings ☐ trim ☐ doors (both sides) ☐ cabinets ☐ decks and fences ☐ other: [describe].

2. Paint and Materials

Paint: [manufacturer and product line] for walls, [product line] for trim, [product line] for exterior, or another product the Client approves in writing.

- ☐ Contractor supplies all paint and materials, included in the price.
- ☐ Client supplies paint: [list]. Contractor supplies primer, caulk, tape and other materials. Contractor is not responsible for defects in Client-supplied paint.

3. Surface Preparation

Contractor will perform the following prep (tick all that apply):

- ☐ Wash or clean surfaces as needed
- ☐ Scrape loose and peeling paint
- ☐ Sand glossy or rough areas

- ☐ Fill nail holes and minor cracks
- ☐ Caulk gaps at trim, windows and doors
- ☐ Spot-prime bare wood, patches and stains
- ☐ Mask and cover floors, fixtures and windows
- ☐ Remove and replace switch plates, outlet covers and hardware
- ☐ Other: [describe]

Not included: [for example, drywall repair beyond minor patching, wood replacement, wallpaper removal]. If Contractor finds damage that needs more than the prep above, Contractor will tell Client and price it as a change order.

4. Lead-Safe Work (homes built before 1978)

The Property was built in [year]. Tick one:

- ☐ The Property was built in 1978 or later. This section does not apply.
- ☐ The Property was built before 1978. Contractor confirms that it is an EPA- or state-certified renovation firm, certification no. [number], that the Work will be directed by a certified renovator, [name], certification no. [number], and that it will follow lead-safe work practices as required by the Renovation, Repair and Painting rule.

Pamphlet acknowledgment. For pre-1978 housing, Contractor has given Client the EPA pamphlet *Renovate Right* on [date] (no more than 60 days before the Work starts), and Client confirms receipt by signing this Contract. If the Property is occupied by someone other than the owner, Contractor will also give the pamphlet to an adult occupant and obtain that person's acknowledgment, or a certificate of mailing, as the rule requires.

Client will tell Contractor if a child under 6 or a pregnant woman lives in or regularly visits the Property.

5. Furniture and Protection

- ☐ Client will move furniture and belongings out of the work areas before [date].
- ☐ Contractor will move and cover furniture and replace it when done. Contractor will not move pianos, electronics, artwork or fragile items: [list any exceptions].

Contractor will cover floors, fixtures and remaining furniture, and will repair or pay for damage caused by its crew.

6. Schedule

Work will start on or about [date] and take about [number] working days. Exterior work depends on weather and on temperature and humidity within the paint manufacturer's application limits. Working hours: [days and hours].

7. Price and Payment

The contract price is [\$ amount].

Payment	When due	Amount
Deposit	At signing, or after any cancellation period ends	[\$ amount]
Progress payment	[e.g. when interior walls are complete]	[\$ amount]
Final payment	After walkthrough and completion of touch-ups	[\$ amount]

8. Changes

Changes to colors, areas, products or prep after work starts must be in a written change order signed by both parties, stating any change in price and time. Color changes after paint has been purchased or tinted may be charged for the paint already bought.

9. Cleanup and Leftover Paint

Contractor will clean up at the end of each day and remove all debris, tape and masking at completion. Contractor will dispose of waste as local rules require. Leftover paint will be ☐ labeled with room and color and left for Client ☐ removed by Contractor.

10. Walkthrough and Touch-Ups

When the Work is done, Client and Contractor will walk through together and list any touch-ups or missed areas. Contractor will complete the list within [number] days. Final payment is due when the list is complete.

11. Workmanship Warranty

Contractor warrants its workmanship for [number] months after completion. If paint peels, blisters or flakes because of Contractor's preparation or application, Contractor will repair the affected area at no charge after written notice. This warranty does not cover damage from moisture problems in the structure, settling cracks, impact, cleaning with harsh products, or Client-supplied paint.

12. Insurance

Contractor carries general liability insurance of at least [\$ amount] per occurrence and workers' compensation as required by law, and will give Client certificates on request.

13. Right to Cancel (home sales)

If this Contract was signed at Client's home and the FTC Cooling-Off Rule or a state home solicitation law applies, Contractor will give Client the required notice of cancellation, and Client may cancel within the time that law allows.

14. General Terms

Independent contractor. Contractor is an independent contractor and controls how the Work is done.

Notices. Notices must be in writing and delivered by hand, email or mail to the addresses above.

Entire agreement. This Contract and any signed change orders are the entire agreement.

Amendments. Changes must be in writing and signed by both parties.

Governing law. The laws of the State of [State] govern this Contract.

Severability. If any part is found unenforceable, the rest stays in effect.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Client

Signature: _____

Name: [full name]

Date: [date]

Painting Contractor

Signature: _____

Name: [full name]

Date: [date]