

PAINING CONTRACT AGREEMENT

I. Parties

This Painting Contract Agreement (“Agreement”) is made between _____ [Client’s Name], with a business address at _____ [Client’s Address], and _____ [Painter’s Name], with a business address _____ [Painter’s Address].

WHEREAS, the Client intends to pay the Painter for the services provided, effective _____ [Effective Date], under the following terms and conditions:

II. Payment and Services

The Painter agrees to perform the following painting services (“Services”):

The Client agrees to pay the Roofer as follows:

- \$ _____ [Hourly Rate] per hour.
- \$ _____ [Total Project Fee] for the Services.
- Commission in the amount of: _____.
- Other Payment Terms: _____.

The payment shall be made:

- At completion of the Services.
- On a weekly monthly quarterly basis beginning _____ [Start Date].
- Other: _____.

The Services must be completed by _____ [Completion Date].

III. Term

This Agreement will be effective as of _____ [Start Date], 20__.

Either the Client or the Painter may terminate this Agreement with reasonable cause, effective immediately upon written notice. Reasonable cause includes:

- A material violation of this Agreement.
- Any act exposing the other party to liability for personal injury or property damage.

Alternatively, after _____ [30 Days / Other], either party may terminate this Agreement without cause by providing _____ [Notice Period] days' written notice.

IV. Expenses

The expenses shall be handled as follows:

- The Roofer will be responsible for all expenses, including supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, and unemployment taxes.
- The Client shall reimburse the Roofer for the following expenses:

The Painter shall submit an itemized statement for reimbursement, and the Client shall pay within _____ [Number] days of receipt.

V. Liability Insurance

The Roofer agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. The minimum required Liability Insurance coverage shall:

- Be a minimum amount of \$_____ [Amount].
- Not have a required minimum amount.

VI. Termination

This Agreement shall terminate upon the following:

- Completion of the Services.
- On _____ [Termination Date], 20__.
- Other: _____.

Either party may also terminate this Agreement for reasonable cause as defined in Section VII.

- The Client and Painter do not have the option to terminate unless there is reasonable cause.
- Either party may terminate this Agreement at any time by providing _____ [Number] days' written notice.

VII. Independent Contractor Status

The Painter is an independent contractor and **not** an employee of the Client. The Painter:

- Has the right to perform services for other clients.
- Has sole control over how the Services are performed.
- May hire assistants or subcontractors.
- Is not required to wear uniforms or receive training from the Client.

VIII. Business Licenses, Permits, and Certificates

The Painter represents and warrants that they and their employees have obtained all necessary licenses, permits, and certificates required to perform the Services.

IX. Taxes and Benefits

The Client is not responsible for withholding any taxes for the Painter. The Painter shall:

- Pay all applicable federal, state, and local taxes.
- Provide proof of tax payments upon request.
- Be solely responsible for unemployment and workers' compensation insurance for their employees.

X. Indemnification

The Painter agrees to indemnify and hold the Client harmless from any claims, damages, or liabilities arising from performing the Services under this Agreement.

XI. Confidentiality

The Painter agrees to keep all Client information confidential, including:

- Business or marketing plans.
- Customer lists and trade secrets.

- Any materials stamped as “confidential” or “proprietary.”

Upon project completion or at the Client’s request, the Painter shall return all materials related to the Client’s business.

XII. Governing Law

This Agreement shall be governed under the laws of _____ [State].

XIII. Additional Terms and Conditions

XIV. Entire Agreement

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

PAINTER

COMPANY/CLIENT

By:

PAINTER (Print Name)

Its: _____

Signature of Painter