

PAINTING CONTRACT

1. 1. Parties and Project Location

This Painting Contract (the "Contract") is entered into on [EFFECTIVE DATE] between [OWNER NAME], located at [OWNER ADDRESS] (the "Owner"), and [PAINTING CONTRACTOR NAME], a [ENTITY TYPE] holding license or registration number [LICENSE NUMBER] and located at [CONTRACTOR ADDRESS] (the "Contractor"). The work will be performed at [PROPERTY ADDRESS] (the "Property"). The project is [INTERIOR / EXTERIOR / INTERIOR AND EXTERIOR]. The Owner represents that it owns the Property or is authorized to contract for the work and that any homeowners association or landlord approval of exterior colors has been obtained. Notices are effective when sent to [OWNER EMAIL] and [CONTRACTOR EMAIL].

2. 2. Surfaces Included and Excluded

The Contractor will paint the following surfaces: [SURFACES INCLUDED, e.g., interior: walls, ceilings, base trim, door casings, doors, and window casings in the following rooms — list rooms; exterior: siding, fascia, soffits, trim, shutters, entry door, garage door, and porch ceiling]. The following are excluded: [EXCLUSIONS, e.g., closets, garage interior, unfinished basement, cabinets, ceilings, decks and railings, gutters, brick or masonry, roof, wallpaper removal, popcorn ceiling removal, and any surface not listed]. Square footage or a room-by-room list is set out in Exhibit A. Any surface added after signing is priced as a change order. The Owner acknowledges that closets, behind appliances, and areas obstructed by heavy furniture or built-ins are painted only where accessible and only if listed above.

3. 3. Surface Preparation

The Contractor will perform the following preparation before painting: [PREP SCOPE, e.g., interior: fill and sand nail holes and minor dings, patch drywall cracks up to [CRACK WIDTH], caulk gaps at trim and corners, clean and degloss glossy surfaces, spot prime patches and stains, and remove or mask hardware and fixtures; exterior: pressure wash all surfaces, scrape and sand loose and peeling paint, replace failed caulking at joints and penetrations, set and fill protruding nails, spot prime all bare wood and rust spots, and treat mildewed areas]. Preparation is limited to what is reasonably achievable by the methods above; the Contractor is not responsible for the failure of coatings applied over surfaces with underlying issues that the Owner declined to correct. Repairs beyond prep — including carpentry, drywall replacement, wood rot repair, siding replacement, and stucco or masonry repair — are excluded and quoted separately at [REPAIR RATE].

4. 4. Products, Coats, and Sheen

The Contractor will apply [PAINT MANUFACTURER AND PRODUCT LINE] in [NUMBER OF FINISH COATS] finish coat(s) over [PRIMER PRODUCT, IF ANY] primer where required. Sheens are: walls [WALL SHEEN], ceilings [CEILING SHEEN], trim and doors [TRIM SHEEN], exterior body [EXTERIOR BODY SHEEN], exterior trim [EXTERIOR TRIM SHEEN]. Paint is applied by [APPLICATION METHOD, e.g., brush and roller, spray and back-roll] at the spread rate published by the manufacturer. The Owner acknowledges that a significant color change, a deep or saturated color, a covering of stains or previously unpainted surfaces, or a change in sheen may require additional primer or an additional coat, which will be quoted as a change order before it is applied. Materials are [INCLUDED IN THE CONTRACT PRICE / SUPPLIED BY THE OWNER]; if the Owner supplies paint, the Contractor is not responsible for coverage, color accuracy, or product performance.

5. 5. Colors, Samples, and Color Changes

The Owner will provide final color selections by [COLOR DEADLINE], identified by manufacturer name and

code, and will confirm them in writing. The Contractor will apply sample areas or draw-downs on request at [SAMPLE FEE, IF ANY]. The Owner acknowledges that color appears different under different lighting, at different sheens, and over large areas than on a small chip or sample, and that approval of the sample constitutes acceptance of the color. If the Owner changes a color after the corresponding surfaces have been primed or painted, the Contractor will apply the new color as a change order billed at [COLOR CHANGE RATE] plus material cost. Each additional color beyond [INCLUDED COLOR COUNT] colors in a project may incur a setup charge of [ADDITIONAL COLOR FEE] because of the extra cutting, masking, and cleanup involved.

6. 6. Contract Price and Payment

The total Contract Price is [CONTRACT PRICE], based on the surfaces, prep, product, and coats described above. Payment is due as follows: [DEPOSIT AMOUNT] on signing or at material purchase, [PROGRESS PAYMENT AMOUNT] at [PROGRESS MILESTONE, e.g., completion of prep and priming or completion of the first floor], and the balance on completion of the final walkthrough. Payment is made by [PAYMENT METHOD] within [PAYMENT TERM, e.g., 5 days] of invoice. Amounts unpaid after that period accrue interest at [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less, and the Contractor may stop work until the account is current. Change orders, added surfaces, and additional coats are invoiced with the next payment. Sales tax is [INCLUDED IN / IN ADDITION TO] the Contract Price where applicable.

7. 7. Furniture, Protection, and Masking

The Owner will remove all small items, electronics, wall hangings, window treatments, and valuables from the work areas before the start date. The Contractor will move and re-place furniture that can be safely handled by [CREW SIZE] people, group it in the center of each room, and cover it with plastic; the Contractor will not move pianos, safes, large appliances, aquariums, antiques, or items the Owner identifies as fragile. The Contractor will protect floors with drop cloths and runners, mask trim, hardware, fixtures, and adjacent finishes, and cover landscaping, walkways, windows, and roofing on exterior projects. The Owner will secure pets, disable any security or motion sensor that would be triggered, and provide access to water and electricity. The Contractor is not responsible for damage to items the Owner failed to remove or disclose.

8. 8. Schedule, Working Hours, and Weather Limits

The Work is scheduled to begin on or about [START DATE] and to be completed within approximately [DURATION, e.g., 5 working days], weather and access permitting. Work will be performed between [START TIME] and [END TIME] on [WORKING DAYS]. Exterior painting will be performed only when surface and ambient temperatures are within the range published by the manufacturer, generally [TEMPERATURE RANGE, e.g., above 50 degrees Fahrenheit and rising], when rain is not expected within the drying window, and when surfaces are dry after washing or precipitation. The schedule extends day for day for weather, for delayed color selections, and for access the Owner is unable to provide. The Contractor will notify the Owner as early as practical when weather forces a rescheduled day.

9. 9. Lead-Safe Practices and Ventilation

If the Property was built before 1978 and the Work will disturb painted surfaces, the Contractor will comply with applicable lead-safe renovation, repair, and painting requirements, including using certified renovators, containing the work area, using approved dust control methods rather than open-flame burning or uncontrolled power sanding, and performing cleaning verification. The Contractor will provide the Owner with the required lead hazard information pamphlet before the Work begins. The Contractor will ventilate interior work areas and use products with the volatile organic compound content specified by the Owner where requested: [LOW-VOC REQUIREMENT, IF ANY]. The Owner will advise the Contractor of any occupant with a respiratory condition or

chemical sensitivity so that product selection and scheduling can be adjusted.

10. 10. Cleanup and Waste

The Contractor will clean up at the end of each work day, keeping walkways and living areas usable, and will remove all masking, drop cloths, tape, and equipment at completion. Empty containers, used rags, and residual paint will be removed and disposed of lawfully; the Contractor will not pour paint or rinse water into drains, storm sewers, or landscaping. Leftover paint will be left with the Owner for touch-ups in labeled containers identifying each color, sheen, product, and the room where it was used, unless the Owner asks for it to be removed. The Contractor will remove masking from hardware and fixtures, reinstall switch and outlet plates, and clean paint spots from floors, glass, and adjacent finishes.

11. 11. Final Walkthrough, Touch-Ups, and Warranty

At completion the Parties will walk the Property together during daylight hours and prepare a written punch list of touch-up items. The Contractor will complete those items within [TOUCH-UP PERIOD, e.g., 5 business days]. Acceptance standards are judged from a normal viewing distance of [VIEWING DISTANCE, e.g., 5 feet] in normal lighting; minor texture variation, brush and roller stipple, and slight sheen differences at touch-ups are inherent in painting and are not defects. The Contractor warrants its workmanship, including peeling, blistering, flaking, or excessive fading caused by defective application, for [WORKMANSHIP WARRANTY PERIOD, e.g., 2 years] on interior work and [EXTERIOR WARRANTY PERIOD, e.g., 3 years] on exterior work. Paint products carry only their manufacturer warranty. The warranty excludes damage from moisture intrusion, failed caulking or flashing outside the scope, structural movement, substrate failure, mildew from environmental conditions, abrasion and cleaning, owner-supplied products, and surfaces the Owner declined to have properly prepared.

12. 12. Insurance and Liability

The Contractor will maintain commercial general liability insurance of at least [GENERAL LIABILITY LIMIT, e.g., \$1,000,000 per occurrence] and workers compensation coverage at statutory limits for its employees, and will provide certificates on request. The Contractor is responsible for damage it causes to the Property through negligence and will repair or restore the affected area. The Contractor is not responsible for pre-existing conditions, including failing substrates, prior coatings applied over dirty or incompatible surfaces, moisture problems, or damage revealed when wallpaper, fixtures, or old caulking is removed. Neither Party is liable to the other for indirect or consequential damages, and the total liability of the Contractor will not exceed the Contract Price except for claims arising from bodily injury or willful misconduct.

13. 13. Change Orders, Termination, and Dispute Resolution

Any change to surfaces, colors, product, number of coats, or price requires a written change order signed by both Parties before the work is performed. If this Contract was signed at the Property or away from the permanent place of business of the Contractor, the Owner may have the right to cancel within three business days under federal and state home solicitation sales law, and the Contractor will provide the required written cancellation notice. After that period, either Party may terminate on [TERMINATION NOTICE, e.g., 5 days] written notice, and the Owner will pay for work performed and for custom-tinted paint already purchased, which is not returnable. This Contract is governed by the laws of the State of [GOVERNING STATE]. Disputes will be discussed at the Property, then mediated in [MEDIATION LOCATION], and any unresolved dispute will be brought in the courts of [VENUE COUNTY AND STATE], with the prevailing Party entitled to reasonable attorney fees.

14. 14. Signatures

By signing below, both Parties confirm they have read this Contract, understand it, and agree to be bound as of the

Effective Date. OWNER: [OWNER NAME]. Signature: _____. Printed Name: [OWNER SIGNER NAME]. Date: [DATE]. CONTRACTOR: [PAINTING CONTRACTOR NAME]. Signature: _____. Printed Name: [CONTRACTOR SIGNER NAME]. Title: [TITLE]. License Number: [LICENSE NUMBER]. Date: [DATE]. This Contract may be executed in counterparts, and electronic signatures have the same effect as original signatures.

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Painting contractors face different licensing, registration, and insurance requirements by state and municipality, and federal lead-safe renovation rules impose certification and documentation duties on work that disturbs paint in most housing built before 1978. Review and adapt this document for your own situation, and consult a licensed attorney or your state contractor licensing board before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.

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