

PAINTING CONTRACTOR CONTRACT

For interior and/or exterior painting services

Lead-Based Paint Notice (U.S.): For homes, child-occupied facilities, and schools built before 1978 in the United States, the EPA’s Renovation, Repair and Painting (RRP) Rule requires that any paid renovator who disturbs more than six square feet of paint indoors (or 20 square feet outdoors) be EPA Lead-Safe Certified and follow specific lead-safe work practices. The Contractor must also provide the EPA pamphlet “Renovate Right” to the Client before work begins. Confirm certification status and required disclosures before signing. Rules in other jurisdictions vary.

This Painting Contractor Contract (the “Contract”) is entered into as of _____ day of _____, 20____ (the “Effective Date”), by and between:

CLIENT (Property Owner)

Full Legal Name(s)	
Property / Job Site Address	
Mailing Address (if different)	
Email	
Telephone	

PAINTING CONTRACTOR

Business Legal Name	
Business Address	
Contractor License No. / State	
EPA Lead-Safe Certification No. (if applicable)	
General Liability Insurance Carrier / Policy No.	
Workers’ Compensation Carrier / Policy No.	
Authorized Representative	
Email	
Telephone	

1. Scope of Work

1.1 The Contractor shall furnish all labor, materials, paint, primer, equipment, tools, drop cloths, masking, ladders/scaffolding, supervision, and cleanup necessary to perform the painting work described below (the “Work”) at the Job Site.

1.2 Work Type. (Check all that apply.) Interior Exterior Residential Commercial New Construction Repaint

1.3 Areas / Surfaces to be Painted:

#	Room / Area	Surfaces	Coats	Notes
1				
2				
3				
4				
5				
6				
7				
8				

(“Surfaces” may include walls, ceilings, trim/baseboards, doors, windows, cabinets, siding, fascia, soffits, gutters, decks, fences, etc.)

1.4 Exclusions. Unless expressly listed above, the Work does not include: wallpaper removal beyond reasonable scraping, drywall replacement, plaster repair beyond minor patching, removal of vinyl or aluminum siding, refinishing of stained woodwork, painting of high-end finishes, repair of structural defects, mold remediation, lead abatement, electrical or plumbing work, or any work above a height of _____ feet without scaffolding (which shall be billed as an extra).

2. Surface Preparation

Preparation included in the Work (check all that apply):

- (a) Moving and protecting furniture and fixtures within the work area;
- (b) Covering floors, fixtures, and adjacent surfaces with drop cloths and masking;
- (c) Cleaning, dusting, and degreasing surfaces as needed;
- (d) Light scraping and sanding of loose or peeling paint;

- (e) Minor caulking of cracks and gaps up to _____ inch wide;
- (f) Patching minor holes and nail holes up to _____ inch in diameter;
- (g) Spot priming of bare wood, drywall, and stains as needed;
- (h) Pressure washing of exterior surfaces (exterior projects only);
- (i) Other: _____.

Major repairs — including extensive drywall replacement, wood rot repair, structural work, water-damage repair, or large-scale plaster work — are not included unless agreed in writing via a change order.

3. Paint Materials and Finishes

Unless otherwise noted in Exhibit A, the following paint products and finishes shall be used:

Surface	Brand / Line	Finish	Color / Code
Walls			
Ceilings			
Trim / Baseboards			
Doors			
Cabinets			
Exterior Siding			
Exterior Trim / Fascia			

(“Finish” options typically include flat / matte / eggshell / satin / semi-gloss / gloss.)

3.1 Materials Supply. (Select one.) Contractor supplies all paint and materials (included in price) Client supplies paint; Contractor supplies labor and incidentals.

3.2 Substitutions. If a specified product is unavailable, the Contractor may use an equivalent product of equal or greater quality after notifying the Client.

4. Color Selection and Approval

4.1 The Client shall select and approve all final colors in writing (or by signing a color schedule) before the Contractor purchases paint and begins work.

4.2 Sample Test Areas. (Optional.) Upon request and at \$_____ per sample, the Contractor shall apply test patches of selected colors for the Client’s approval before full application.

4.3 Color Changes After Start. Any color change requested by the Client after the Contractor has purchased paint or begun applying a color shall be treated as a change order, with the Client responsible for the cost of returned/wasted paint and additional labor.

5. Job Site Conditions and Access

5.1 The Client shall provide reasonable access to the Job Site on agreed work days between ____ AM/PM and ____ AM/PM, including access to water and electricity for the Contractor's use at no cost.

5.2 Furniture and Personal Items. The Client shall, before work begins, remove or relocate small or fragile items, valuables, wall hangings, electronics, and window treatments. The Contractor will move and protect large furniture within the work area, but is not responsible for moving items the Client did not disclose as fragile, valuable, or improperly secured.

5.3 Pets and Children. The Client shall keep pets and children out of work areas during painting and drying periods for safety reasons, and shall observe any recommended re-entry intervals for low-VOC or other coatings.

5.4 Weather (Exterior). The Contractor may reschedule exterior work due to rain, snow, high humidity, or temperatures outside the paint manufacturer's specifications. Such weather delays are excusable and shall not be a breach of this Contract.

6. Schedule

6.1 The Work shall start on or about _____ and be substantially completed on or about _____, subject to excusable delays (including weather, Client-caused delays, change orders, material shortages, and force majeure events).

6.2 Working Hours. Painting work shall be performed between ____ AM and ____ PM, Monday through _____, unless otherwise agreed. No work shall be performed on legal holidays without the Client's consent.

7. Contract Price and Payment

7.1 Total Price. The total price for the Work is \$_____ (_____ dollars) (the "Contract Price"), inclusive/exclusive of applicable sales tax.

7.2 Price Type. (Select one.) Fixed Price Cost-Plus (Contractor's costs plus ____% fee) Time and Materials at \$_____ per hour.

7.3 Payment Schedule:

#	Milestone / Trigger	% of Price	Amount
1	Deposit on signing (subject to any applicable legal cap, often 10% or \$1,000)		
2	Upon start of work / completion of prep		
3	Upon completion of first coat / midway		
4	Final payment upon Substantial Completion and walk-through		
	TOTAL	100%	

7.4 Payment Method: _____ (e.g., bank transfer, check, online payment).

7.5 Late Payments accrue interest at _____% per month or the maximum permitted by law, whichever is less.

8. Change Orders

Any change to the scope, materials, colors, finishes, schedule, or price shall be documented in a written change order signed by both Parties before the additional work is performed. Common change-order triggers include unforeseen surface conditions (rotted wood, mold, severe peeling, prior coatings of unknown type), additional coats due to dark-to-light color changes or poor existing coverage, and Client-requested upgrades.

9. Daily and Final Cleanup

9.1 Daily. At the end of each workday, the Contractor shall organize tools and materials, contain debris, and leave the work area in a reasonably orderly condition. Wet brushes, rollers, and open paint may be left at the Job Site overnight in safe locations.

9.2 Final Cleanup. Upon Substantial Completion, the Contractor shall remove all drop cloths, masking, debris, and surplus materials, and shall return furniture and fixtures to their original locations. Paint spatter on adjacent surfaces caused by the Contractor shall be cleaned to a workmanlike standard.

9.3 Touch-Ups. The Contractor shall provide the Client with up to _____ ounces of leftover paint, labeled by location and color, for the Client’s future touch-ups.

10. Licensing, Insurance, and Subcontractors

10.1 The Contractor represents that it holds the licenses identified above and that they are current and in good standing.

10.2 The Contractor shall maintain Commercial General Liability insurance of at least \$_____ per occurrence and Workers' Compensation as required by law. Certificates shall be provided to the Client on request.

10.3 The Contractor may engage subcontractors but shall remain fully responsible for their work, conduct, and compliance with this Contract.

11. Warranty

11.1 Workmanship. The Contractor warrants that the Work will be performed in a good and workmanlike manner, that the application will be free from runs, sags, holidays, lap marks, and other application defects visible from a normal viewing distance under typical lighting.

11.2 Warranty Period. The Contractor warrants its workmanship for a period of ____ (___) year(s) for interior painting and ____ (___) year(s) for exterior painting from the date of Substantial Completion. The Contractor shall correct defective workmanship reported within the applicable warranty period at no additional charge.

11.3 Materials. Paint and coatings are warranted only to the extent of the manufacturer's warranty, which the Contractor shall pass through to the Client.

11.4 Exclusions. The warranty does not cover: (a) damage due to settlement, moisture intrusion, structural movement, or unaddressed water leaks; (b) fading, chalking, or color variation due to UV exposure beyond normal weathering; (c) peeling or blistering caused by surfaces or substrates the Contractor reasonably could not have inspected; (d) bleed-through from underlying coatings the Contractor was not informed of; (e) damage caused by the Client, third parties, pets, or normal wear; or (f) any Client-supplied materials.

12. Lead, Mold, and Hazardous Conditions

12.1 Pre-1978 Properties (U.S.). For homes built before 1978, the Contractor shall comply with the EPA RRP Rule and shall provide the Client with the EPA pamphlet "Renovate Right" before work begins. The Client acknowledges receipt by initialing here: _____.

12.2 Lead Abatement Excluded. This Contract does not cover lead-based paint abatement. If lead-based paint hazards requiring abatement are discovered, the Work shall be paused and a change order or a separate certified-abatement contract shall be required.

12.3 Mold and Other Hazards. If the Contractor discovers mold, asbestos, structural rot, or other hazardous conditions, the Contractor shall stop affected work and notify the Client. Remediation is not part of this Contract.

13. Default and Remedies

13.1 Client Default. If the Client fails to pay an undisputed amount within ____ (____) days of its due date, the Contractor may suspend the Work upon written notice and pursue collection plus reasonable attorneys' fees and costs.

13.2 Contractor Default. If the Contractor abandons the Work or performs defective Work and fails to cure within ____ (____) days of written notice, the Client may terminate this Contract, hire another contractor to complete the Work, and recover the reasonable excess cost from the Contractor.

14. Mechanic's / Construction Lien Notice

The Contractor and any subcontractors or material suppliers may have the right to record a mechanic's or construction lien against the Job Site if they are not paid. The Contractor shall provide partial and final lien waivers as a condition of progress and final payment, as required by applicable law.

15. Cancellation Right

The Client may have a statutory right to cancel this Contract within a specified number of business days after signing (often three business days for home-solicitation sales in the U.S.). If applicable, the Notice of Right to Cancel attached as Exhibit B forms part of this Contract. The Contractor shall not start the Work until any cancellation period has expired.

16. Limitation of Liability

Except for indemnification obligations, gross negligence, willful misconduct, or bodily injury caused by the Contractor, the Contractor's total liability shall not exceed the Contract Price. Neither Party shall be liable for indirect, incidental, or consequential damages.

17. Dispute Resolution and Governing Law

Any dispute shall first be addressed by good-faith negotiation. If unresolved within ____ (____) days, the dispute shall be submitted to _____ (e.g., mediation, then binding arbitration, or the courts of [jurisdiction]). This Contract shall be governed by the laws of _____.

18. General Provisions

18.1 Entire Agreement. This Contract, together with its exhibits, constitutes the entire agreement between the Parties on its subject.

18.2 Amendments. Modifications must be in writing and signed by both Parties.

18.3 Assignment. Neither Party may assign this Contract without the other Party's prior written consent.

18.4 Notices. Notices shall be in writing and delivered to the addresses set forth above.

18.5 Severability. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

18.6 Counterparts and Electronic Signature. This Contract may be signed in counterparts, including by electronic signature.

By signing below, the parties acknowledge that they have read, understood, and agree to be bound by all terms of this Contract.

CLIENT	PAINTING CONTRACTOR
_____ Signature	_____ Signature
Name: _____	Name: _____
Date: _____	Date: _____

— END OF CONTRACT —

This template is for general informational purposes only and is not legal advice. Home-improvement and contractor rules vary by jurisdiction — consult a qualified attorney before use.