### PAINTING CONTRACTUAL AGREEMENT

#### **PARTIES**

| - | This Painting Agreement (hereinafter referred to as the "Agreement") is made and entered into |                    |              |          |          |      |           |        |
|---|---|--------------------|--------------|----------|----------|------|-----------|--------|
|   | on (the "Effective Date"), by and between,  |                    |              |          |          |      |           |        |
|   | having an address   | of                 | (hereinafter | referred | to as    | the  | "Artist"  | ) and  |
|   |   | with an address of |              | (here    | einafter | refe | rred to a | is the |
|   | "Client") (collectively referred to as the "Parties")   |                    |              |          |          |      |           |        |

## **SCOPE**

- The Artist agrees to provide the Client with [description of the painting services to be provided], hereinafter referred to as the "Artwork", in accordance with the terms and conditions outlined in this Agreement. The Artist shall ensure that the Artwork meets the specifications, quality standards, and requirements as agreed upon by both Parties. Any modifications to the scope of painting services must be mutually agreed upon in writing by both Parties.

## **INTERIOR PAINTING**

- The Interior Painting Clause stipulates that the Artist will execute interior painting services, employing professional techniques and quality materials to achieve satisfactory results. The Client agrees to provide access to the premises, ensuring cleared areas for painting. The Artist will take reasonable precautions to protect the Client's property, though minor disruptions may occur, absolving the Artist of liability. The Client will promptly communicate any concerns, which the Artist will address promptly. Upon completion, the Client will inspect the work, communicating any defects for rectification. Both Parties commit to transparent communication for the project's success.

### **EXTERIOR PAINTING**

The Exterior Painting Clause outlines the terms and conditions for the Artist to perform exterior painting services for the Client. The Artist agrees to utilize professional techniques and quality materials to execute the painting project effectively. The Client shall provide access to the exterior areas to be painted and ensure the removal of any obstacles or hindrances. The Artist will take reasonable precautions to protect the surrounding property during the painting process. Any concerns or issues regarding the painting services shall be promptly communicated by the Client to the Artist for resolution. Upon completion of the exterior painting project, the Client shall inspect the work and notify the Artist of any defects or areas requiring touch-ups. Both Parties agree to maintain open communication throughout the duration of the project to ensure its successful completion and the Client's satisfaction.

#### **PAYMENT TERMS**

- Payment for the painting services shall be structured as follows: the Client agrees to provide a deposit of [insert amount or percentage] upon contract signing, followed by progress payments at specified intervals or project milestones, with the final balance due upon satisfactory

completion. Payments shall be made via [insert preferred payment method], and any associated fees are the responsibility of the Client. Late payments may incur additional charges, and the Client is responsible for applicable taxes. Disputes regarding payment shall be resolved according to the agreement's dispute resolution provisions.

### **TIMELINE**

The timeline for the painting project shall be as follows: The Artist agrees to commence work on [insert start date] and aims to complete the project by [insert target completion date]. However, the Parties acknowledge that unforeseen circumstances such as inclement weather or unforeseen repairs may affect the timeline. Any delays beyond the Artist's control shall not constitute a breach of contract. The Client agrees to provide timely access to the premises and any necessary approvals or permits to facilitate the project's progress. Both Parties will communicate promptly regarding any changes to the timeline, and the Artist will make reasonable efforts to adhere to the agreed-upon schedule.

### **TERMINATION**

- Either Party may terminate this Agreement upon [insert notice period] written notice to the other Party for any reason. The terminating Party shall provide written notice specifying the effective date of termination.
- The Parties shall cooperate to ensure a smooth transition of responsibilities, including the transfer of any necessary assets, accounts, or materials. Additionally, both Parties shall promptly return any property or Confidential Information belonging to the other Party. Termination shall not affect any rights or obligations accrued prior to the effective date of termination.

# **FORCE MAJEURE**

- Party shall be liable for any failure or delay in performing their obligations under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, government actions, natural disasters, or epidemics. If a Force Majeure Event occurs, the affected Party shall promptly notify the other Party and make reasonable efforts to mitigate the impact. The affected Party's obligations shall be suspended during the Force Majeure Event, and the time for performance shall be extended accordingly. If the Force Majeure Event continues for [insert duration], either Party may terminate this Agreement upon written notice to the other Party.

# **RENEWAL OF AGREEMENT**

- The Parties agree that this Agreement, prior to its termination, is subject to renewal provided that both parties submit a signed addendum agreeing to the renewal.

#### **AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

# **SEVERABILITY**

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

## **DISPUTE RESOLUTION**

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to [insert means] (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of [insert applicable law].

# **GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of [insert applicable law].

# SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

| ARTIST | CLIENT |
|--------|--------|
| DATE   | DATE   |