

**Pro City Painters LLC**  
LLC #: 854350500022  
Phone #: 612-964-5872  
Email: jake@procitypainters.com



**Client**  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

### PAINTING SERVICES AGREEMENT

This Painting Services Agreement (“**Agreement**”) is made and entered on \_\_\_\_\_ (date), by and between PRO CITY PAINTERS LLC (“**Contractor**”) and \_\_\_\_\_ of \_\_\_\_\_ (“**Client**”).  
(Client) (Client Address)

#### 1. RECITALS

WHEREAS, Client desires to obtain certain Painting Services from the Contractor; and  
WHEREAS, the Contractor hereby agrees to provide such Painting Services to the Client in accordance with the terms and conditions contained in this Agreement.  
NOW THEREFORE, in consideration of the mutual Covenants and Agreements contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### 2. PAINTING SERVICES

Contractor will perform the following painting services:  
 (“**Painting Services**”). Contractor hereby undertakes that it shall follow the highest professional standards in performing the Painting Services and will comply with all relevant statutes, regulations or requirements of any competent authority.  
**Photographs may be taken of completed work and used for promotional purposes with Client’s consent. Client Initials** \_\_\_\_\_

#### 3. PREMISES

The Contractor shall perform the Painting Services at the address provided (“**Premises**”) and in accordance with the attached Exhibit A (“**Scope of Work**”):

#### 4. CHANGE ORDERS

Any additional requests outside of the Scope of Work shall be handled as a Change Order and shall require additional paperwork, signatures and costs (To be laid out on the Change Order Request Form). All Change Orders will be totaled separate from this agreement and the cost will be added to the current remaining balance. All work and costs shall be considered a part of this Service Agreement upon client signature of the Change Order. (Change Orders may take up to 24 hours to implement in the field)

#### 5. DURATION

The Painting Services shall be commenced on \_\_\_\_\_ (date). Client shall provide Contractor access to the Premises on this date and any additional mutually agreed upon times (Failure to provide access to the Premises may result in an extended completion date).

**\*\*\*Client must be home at time of project completion for a final walk through with the painting crew. If no one is home upon completion, the project is to be considered complete and any additional trips made to the Premises shall incur an additional cost. \*\*\***

#### 6. EQUIPMENT

While performing the painting services, Contractor shall use his/her own equipment. Client shall remove all furniture blocking access to walls needing paint and shall provide a workable environment for the Contractor. Failure to do so shall result in additional labor prices at the rate of \$100.00/hr.

#### 7. PAINT AND COLOR CHANGES

Client shall choose all paint colors and products, and the Contractor shall supply all paint used on this job. In the occurrence of color change during the painting process, client shall be subject to an additional labor/material cost. This cost shall reflect the amount of area already covered and labor rates shall apply as stated above. Contractor is not liable for any disputes of paint color or quality of the paint.

By initialing below, Client agrees that paint color and product stated in the Scope of Work are correct.

Client Initials \_\_\_\_\_

#### 8. PAYMENT

Client shall pay the Contractor for its painting services the sum of \$\_\_\_\_\_. A deposit of Fifty Percent (50%) \$\_\_\_\_\_ of the said payment shall be made upon date of signing Service Agreement. The remaining amount shall be paid within 5 days of receiving the final invoice. Failure to pay within 3 business days shall result in an additional 5% of the Contract value added on to the final billing for every 1 day that final payment has not been received.  
(Amount Remaining: \$\_\_\_\_\_)  
(We accept all major credit cards at a 3% service fee.)

**9. INDEPENDENT CONTRACTOR**

Contractor shall provide the Painting Services as an Independent Contractor and Contractor shall not act as an employee, agent or broker of the Client. As an Independent Contractor, Contractor shall be solely responsible for paying any and all taxes levied by applicable laws on its compensation.

**10. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

**11. LIABILITY**

The Contractor will be liable for any damage to the Client's and any other person's property if such damage is caused by the Contractor's negligence or willful act.

**12. DISPUTE RESOLUTION**

All disputes under this Agreement shall be settled by arbitration before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the Parties hereto. If the deposit amount has already been paid and the Client decides not to go through with the work, the Client's deposit is forfeited to Pro City Painters and shall not be refunded. This provision for arbitration shall be specifically enforceable by the Parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

**13. SEVERABILITY**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

**14. LIMITATION OF LIABILITY**

In no event, shall either party be liable to the other party for any indirect, incidental, consequential, special or exemplary damages. Including without limitation, business interruption, loss of or unauthorized access to information, damages for loss of profits, incurred by the other party arising out of the services provided under this agreement, even if such party has been advised of the possibility of such damages. In no event with either party's liability on any claim, loss or liability arising out of or connected with this agreement shall exceed the amounts paid to the Contractor.

**ENTIRE AGREEMENT; AMENDMENT**

This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the Parties relating to the subject matter hereof and all past courses of dealing. No modification of, or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

**CLIENT**

**CONTRACTOR**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**IN WITNESS, WHEREOF,** the Parties have signed this Agreement as of the date first set forth above.