

PAINING SUBCONTRACTOR AGREEMENT

This **Painting Subcontractor Agreement (“Agreement”)** is made and entered into on [insert date] (the “Effective Date”), by and between [insert name of Contractor], a [insert type of legal entity] incorporated in [insert state or country], with its principal place of business located at [insert address] (**“Contractor”**), and [insert name of Subcontractor], a [insert type of legal entity] incorporated in [insert state or country], with its principal place of business located at [insert address] (**“Subcontractor”**).

WHEREAS, Contractor desires to engage Subcontractor to provide painting services for certain projects (the “Projects”); and

WHEREAS, Subcontractor desires to provide such services to Contractor, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Services.** Subcontractor agrees to provide painting services for the Projects in accordance with the specifications set forth by Contractor, as well as any additional instructions provided by Contractor from time to time. Subcontractor shall furnish all necessary labor, tools, materials, equipment, and supervision required to perform such services.
2. **Payment.** Contractor shall pay Subcontractor for the services rendered at the rates set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Payment shall be made within [insert number] days after receipt of a proper invoice from Subcontractor.
3. **Term.** This Agreement shall commence on the Effective Date and shall continue until the completion of the Projects, unless terminated earlier by either party in accordance with the provisions of this Agreement.
4. **Termination.** Either party may terminate this Agreement at any time upon [insert number] days’ written notice to the other party. In the event of termination, Subcontractor shall be entitled to receive payment for all services rendered prior to the effective date of termination.

5. **Independent Contractor.** Subcontractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee or agent of Contractor. Subcontractor shall be solely responsible for the payment of all taxes and other obligations arising from the performance of the services.
6. **Confidentiality.** Subcontractor shall not disclose any confidential information of Contractor obtained in connection with the performance of this Agreement, including but not limited to trade secrets, customer lists, and pricing information.
7. **Insurance.** Subcontractor shall maintain general liability insurance, workers' compensation insurance, and any other insurance required by law, with coverage limits and deductibles acceptable to Contractor.
8. **Indemnification.** Subcontractor shall indemnify and hold harmless Contractor from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or in connection with the performance of the services under this Agreement, except to the extent caused by the negligence or willful misconduct of Contractor.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without giving effect to its conflict of laws principles.
10. **Entire Agreement.** This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether oral or written.
11. **Warranty.** Subcontractor warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner, in accordance with industry standards. Subcontractor further warrants that all materials used in connection with the services shall be of good quality, free from defects, and suitable for their intended use. In the event of any defects or deficiencies in the services or materials, Subcontractor shall promptly correct or replace such defects or deficiencies at its own cost and expense.
12. **Changes to Services.** Contractor may, from time to time, request changes or modifications to the services to be provided by Subcontractor. Subcontractor shall promptly notify Contractor of any additional costs or time required to perform such changes or modifications, and shall not proceed with such changes or modifications until written approval is received from Contractor. Any changes or modifications to the services shall be incorporated into this Agreement by written agreement of the parties.
13. **Assignment.** Subcontractor may not assign or transfer this Agreement, or any rights or obligations hereunder, without the prior written consent of Contractor. Any attempted assignment in violation of this provision shall be void.
14. **Notices.** Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered personally, or three (3) days after being sent by certified mail, return receipt requested, to the addresses set forth in the preamble to this Agreement, or to such other addresses as may be designated by written notice from time to time.
15. **Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party waiving its rights. The failure of either party to enforce

any provision of this Agreement shall not be construed as a waiver of such provision or any other provision hereof.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
17. **Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, earthquakes, or other natural disasters.
18. **Dispute Resolution.** Any dispute arising out of or in connection with this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in [insert city and state] and shall be conducted in the English language. The arbitrator's decision shall be final and binding, and judgment may be entered upon it in any court having jurisdiction.
19. **Survival.** The provisions of this Agreement that by their nature are intended to survive termination, including but not limited to Sections 6, 7, 8, 9, 11, 12, 14, 15, 16, 17, 18, and 19, shall survive any termination or expiration of this Agreement.
20. **Amendments.** This Agreement may be amended or modified only by written agreement of the parties.
21. **Entire Agreement:** This Agreement contains the entire agreement between the Contractor and the Subcontractor with respect to the Work and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Client/Contractor Signature: _____ Date: _____

Client/Contractor Name: _____

Title: _____

Subcontractor Signature: _____ Date: _____

Subcontractor Name: _____

Title: _____