

**ABC Painting Company**  
**1918 Main Street**  
**Richmond, VA 28475**  
**804-697-2452**

**Proposal/Contract for Painting Services**

Client/Owner: _____	<b><u>Location of Work to Be Performed:</u></b>
Address: _____	St. Address: _____
City, State, ZIP: _____	City, State, ZIP: _____
Home Phone: _____	Legal Description of Property (if applicable): _____
Cell Phone: _____	_____

Note: Following in this Proposal/Contract ABC Painting Company will be referred to as (Contractor); and Client/Owner will be referred to as (Owner).

Contractor hereby agrees to furnish material and labor, completed in accordance with the specifications listed below, for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) with payments to be made as follows: \_\_\_\_\_

**Specifications**

**Description of Scope of Work: Products to Be Used and Work To Be Performed and Date:**

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Note: Products of a similar nature and like quality may be substituted for the above. All materials are guaranteed by the manufacturers and all work shall be performed in accordance with the specifications above and in a substantially workmanlike fashion according to industry standards.

Estimated Commencement Date: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

Contractor is not responsible for delays for any of the following reasons: failure of the issuance of any necessary building permits within a reasonable length of time, funding of loans, acts of neglect or omission of Owner, failure of owner to provide access to the job site, actions of subcontractors or suppliers, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or labor union activities, extra work ordered by Owner, any act of a public enemy, riots or civil commotions, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, holidays, governmental action that denies or limits contractor's access to the job site, or any other causes beyond Contractor's reasonable control.

Any changes to the specifications or scope of work to be performed after the execution of this Proposal/Contract must be requested by the Owner and agreed to by the Contractor, in writing, before the changes are executed. Additional charges may apply and will be added to the Proposal/Contract amount, payable as agreed when added. Oral agreements with the Contractor shall not be binding. All oral agreements or understandings must be set forth in writing in this Proposal/Contract. Oral agreements or understandings made after the execution of this Proposal/Contract shall be reduced to writing and shall be additions to this Proposal/ Contract.

If payments are not made when due according to this Proposal/Contract, all Guarantees and Warranties, express and implied, shall be null and void. Contractor shall have the right to stop work if any payment shall not be made when due to Contractor on the dates set forth in this Proposal/Contract. Owner shall be responsible for all costs incurred by Contractor, including all mechanics' lien (if applicable) and collection costs, as a result of this work stoppage.

Lead Paint, Asbestos, Mold, Mildew and Hazardous Substances: The above estimate does not include additional charges which may accrue to correct hazardous conditions, such as the existence of lead paint, asbestos, mold, mildew or other hazardous substances. Owner/Signer, by signing below testifies that he/she has received a copy of "**Protect Your Family from Lead in Your Home**". If the Contractor encounters such substances, it will immediately stop work. Work will not resume until the Owner determines said substances no longer exist and has notified the Contractor of that fact in writing.

Contractor agrees to dispose of all hazardous waste material that is brought onto the Owner premises in connection with performing and completing the work as specified in this Proposal/Contract in a manner that is prescribed by federal, state and local laws and regulations. This includes unused paint. In the event the Owner wishes to retain any or all of the unused paint, the Contractor is automatically relieved of any further disposal obligation at any time, either immediately after the unused paint is given to the Owner, or in the future.

Contractor warrants that all work completed in accordance with the Proposal/Contract will be free from defect in workmanship for a period of one (1) year from the date of completion of said work. The statute of limitations shall be one (1) year. Defects that are attributable to manufacturers or suppliers of the materials used or adverse weather conditions are not the responsibility of the contractor.

This Proposal/Contract is to be construed according to the laws of the state of: \_\_\_\_\_.

Owner may cancel this Proposal/Contract at any time by (1) providing written notice, in person, to the Contractor at Contractor's address, or (2) mailing a written and signed notice of cancellation by certified mail, Return Receipt Requested addressed to \_\_\_\_\_, to the attention of \_\_\_\_\_. Owner shall be responsible for the payment for all work completed by the Contractor as of the date of the Contractor's receipt of the notice of cancellation, and for all materials purchased by Contractors for the performance of Owners work that have not been previously paid for. Contractor shall invoice Owner within ten (10) days of notice of cancellation for all amounts owed by Owner, and Owner shall remit payment to Contractor with thirty (30) days from receipt of Contractor's invoice.

This Proposal/Contract may be withdrawn by the Contractor if not accepted by the Owner within 30 days from the date of the Proposal/Contract date, which is located beside Contractor's signature on the Proposal/Contract.

The Owner accepts the Proposal/Contract as stated above and authorizes the Contractor to commence work. Both the Contractor and Owner hereby signify their agreement to all terms, conditions and specifications stated in the above Proposal/Contract by their signatures affixed below:

\_\_\_\_\_  
Owner or Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date