

ADDENDUM TO VENDOR CONTRACT

COMMERCIAL GENERAL LIABILITY INSURANCE: While VENDOR is performing operations at the Owner's site, VENDOR shall maintain commercial general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence. It is further agreed that the VENDOR agrees to protect, defend, indemnify, and hold harmless the OWNER and the Roman Catholic Church of the Archdiocese of New Orleans against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the VENDOR, or its employees, agents, members, or officers.

AUTOMOBILE LIABILITY INSURANCE: VENDOR shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the contractor's business. Automobile liability coverage should be maintained by the VENDOR in the minimum amount of five hundred thousand dollars (\$500,000) combined single limit.

WORKER'S COMPENSATION INSURANCE: VENDOR shall maintain worker's compensation insurance as required by law unless company has no employees separate from the owner.

ADDITIONAL INSURED: VENDOR agrees to provide a certificate of insurance to the OWNER and the Roman Catholic Church of the Archdiocese of New Orleans, which will name the OWNER and the Roman Catholic Church of the Archdiocese of New Orleans as an additional insured on VENDOR'S liability policy for claims arising out of VENDOR'S, subcontractor,s or sub-subcontractor,s operations or made by VENDOR'S, subcontractor,s or sub-subcontractor,s, employees, agents, guests, customers, invitees or subcontractors. VENDOR must verify its liability insurance policy is primary in the event of a covered claim or cause of action against OWNER and the Roman Catholic Church of the Archdiocese of New Orleans.

SUBCONTRACTORS: VENDOR shall be required to verify that all subcontractors maintain general liability insurance, worker's compensation insurance and automobile liability insurance. Furthermore, VENDOR agrees to indemnify and defend the OWNER and the Roman Catholic Church of the Archdiocese of New Orleans for any claim or cause of action, whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor.

NO WAIVER OF SUBROGATION: OWNER and the Roman Catholic Church of the Archdiocese of New Orleans do not waive any rights of recovery against the VENDOR, subcontractor or sub-subcontractor for any damages. OWNER and VENDOR, subcontractor and sub-subcontractor do waive the right of recovery against each other for any damages covered under Property, Builders Risk or Boiler and Machinery coverage for which either party is responsible if that party does not have liability insurance to cover such damages and liability insurance has been maintained as required by this document.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: VENDOR and OWNER and the Roman Catholic Church of the Archdiocese of New Orleans agree that this addendum overrides any and all portions of previous agreements between VENDOR and OWNER that contain language in contradiction with this contract addendum. If any portion of this Addendum to VENDOR Contract is deemed or is determined to be in conflict with local or state or national statutes, both VENDOR and OWNER agree that the portion of the Addendum to Vendor Contract which is in conflict with the statute will be stricken from the Addendum to Vendor Contract with the remainder of the Addendum to Vendor Contract remaining binding for both parties.

VENDOR:

OWNER:

BY:

BY:

NAME

NAME

DATE

DATE

PROPOSAL DATE _____

START DATE OF CONTRACT (Understood to be date signed if left blank): _____

Instruction to Parish (Parish Use Only): This Addendum to Vendor Contract stands on its own as a legal contract between OWNER and VENDOR should this addendum not be incorporated or attached to a contract.

(Revised 2018-10/19)