CONTRACTS AND AGREEMENTS

We require that all contracts have the appropriate “Indemnity/Hold Harmless” and “Insurance” language to properly protect the Diocese/Parish/School.

It is necessary to obtain a CERTIFICATE OF INSURANCE with the appropriate coverage, limits and ADDITIONAL INSURED ENDORSEMENT from the contracting party PRIOR to any work being started.

A review of the proposed contract is needed in order to ascertain what is proper for that particular contract or agreement.
1. This Agreement is made this _______ day of __________ 20___ by and between 
__________________ hereinafter referred to as Owner  and ________________________,  
hereinafter referred to as Contractor.

2. Contractor agrees to perform the following services for the Owner:

__________________________________________________________________
__________________________________________________________________

3. The contractor shall be responsible for all injury or damage of any kind resulting from the 
operations described in this agreement, to persons or property regardless of who may be the 
owner of the property. However Contractors shall not be responsible for injury or damage out of the 
sole negligence of the Owner. In addition to the liability assumed hereunder, the Contractor 
assumes the obligation to hold harmless and to indemnify the Owner, its officers, directors, 
partners, employees, and agents from and against any and all claims for loss, costs, liabilities, 
liens, and attorneys' fees arising out of or through injury or death to any person or persons, or 
damage to property, or of any place in which work is located, arising out of or suffered through any 
act or omission of the Contractor or any Subcontractor, or anyone directly or indirectly employed by 
or under the supervision of any of them in the performance or non performance of the operations 
described in this agreement.

4. Contractor at its cost shall purchase and maintain Commercial General Liability and 
Comprehensive Automobile Liability in an amount not less than $1,000,000 per occurrence and 
$2,000,000 general aggregate combined single limit of bodily injury and property damage liability. 
Such insurance shall provide protection against claims resulting from bodily injury and/or property 
damage arising out of the operations performed on behalf of the owner by the Contractor, and shall 
include Personal Injury Liability, Blanket Contractual Liability, Broad Form Property Damage 
(including completed operations), and Products and Completed Operations Liability. Such 
coverage shall include Owner, its officers, directors, partners, employees, and agents as additional 
insureds. The policy shall be endorsed to state that the Contractor's insurance shall be primary 
and that any insurance maintained by the owner shall be excess. Liability insurance shall be 
written to cover all claims incurred during the term of this contract or out of any work performed 
pursuant to the contract, regardless of when such claim shall be first made against Owner and/or 
Contractor.

5. Contractor shall maintain Workers' Compensation insurance as required by the statutes of the State 
of California.

6. All required policies shall contain an endorsement specifically recognizing the liability assumed 
under this agreement and shall provide that thirty (30) days notice of cancellation or material 
change in coverage shall be given in writing to OWNER.

7. Each policy or certificate of the policy, along with copies of the endorsements required hereunder 
shall be deposited with OWNER at the commencement of the term, and on renewal of the policy, 
not less than twenty (20) days before the expiration of the term of the policy.

Executed at ________________, __________, on ___________________

____________________(Contractor)       _________________(Owner)

By:__________________________       By:_____________________

(Sample of Required Certificate of Insurance)
ENDORSEMENT

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY IS AMENDED TO INCLUDE THE FOLLOWING:

THE ROMAN CATHOLIC BISHOP OF STOCKTON, A CORPORATION SOLE; AND THE ROMAN CATHOLIC WELFARE CORPORATION of STOCKTON, A CORPORATION; and

exact Corporate Parish Name, all other constituent organizations of the Diocese and their Officers, Agents and Employees and Volunteers are included as Additional Insureds as respects Agreement for use of Facilities.

It is further understood and agreed that this insurance shall be primary and not contributing with any other insurance in effect for the Additional Insureds.

In the event of cancellation of or material change in the coverage, thirty (30) days advance written Notice of such will be given to the Additional Insureds at the address in the Certificate and as follows:

Roman Catholic Bishop of Stockton, etal
P O Box 4237, Stockton, CA 95204-0237
and

Exact Parish Corporate Name and address

All other terms remain unchanged.

Endt # ________________

Effective: ______________________

(The following information is required only when this endorsement is issued subsequent to issuance of the policy.)

Attached to Policy No. _________________ of the __________________________

Insurance Company

Issued to: __________________________________________

The Named Insured

Dated: __________________________          __________________________

Authorized Representative

Endorsement