

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.

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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