

ADDENDUM TO CONTRACT AND AGREEMENT

Between _____ ***and*** _____ ***Parish***

The following terms and conditions are added to the proposal / agreement by and between _____ (“Vendor”) and _____ (“Parish”) with respect to the _____ **DESCRIBE EVENT** _____ event to be held _____ **DATE** _____ (collectively, the “Agreement”):

1. ***Insurance.*** Vendor shall at all times and at its own cost fully insure itself with, and furnish to Parish satisfactory proof that Vendor has in force for the entire period covered by the Agreement, the following classes of insurance in the form and with limits specified below:

- a) **Commercial General Liability** with a limit of liability insuring both bodily injury, personal injury, and property damage in an amount of not less than \$1,000,000.00 per occurrence, with a general aggregate of \$2,000,000.00, providing coverage for the Vendor’s use of the Parish’s premises and its operations thereon and to cover such claims as may be caused by or arise out of an act, omission, or negligence of the Vendor or its officers, employees, laborers, agents, representatives, subcontractors and assigns.

- b) **Commercial Automobile Liability Insurance** for owned, non-owned and hired automobiles, trucks and other licensed motorized vehicles utilized in connection with Vendor’s use of the Parish’s premises and its operations thereon. The policy shall have a limit of liability insuring both bodily injury, and property damage in an amount of not less than \$1,000,000.00 per occurrence.

- c) **Employers Liability Insurance** with limits of at least \$1,000,000 bodily injury for each accident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury disease aggregate.

- d) **Workers Compensation Insurance** and other employee benefits as required by Federal, state and local laws and ordinances and provide to Parish immediately upon execution of this Agreement copies of any applicable certificates of compliance.

Insurance as referenced herein above shall be obtained from a carrier rated at least "A-" by A.M. Best Company and licensed or approved in the State of Ohio.

Vendor shall provide to Parish immediately upon execution of this Agreement a Certificate of Insurance and Endorsement that evidences the above coverage and that:

- a. names each of the following as both **Additional Insured** and certificate holders for the Commercial General Liability, Automobile Liability, and Employer’s Liability insurance:
 1. The Bishop of the Roman Catholic Diocese of Cleveland
 2. The Diocese of Cleveland
 3. The Parish
- b. provides that the Parish shall be given thirty (30) days advance written notice of the cancellation or reduction of coverage, and

- c. provides that the insurance shall be Primary insurance and Non-Contributory to any other insurance or self-insurance available to the Additional Insured with respect to the claims arising out of this Agreement and that the insurance applies separately to each insured against whom claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.
 - d. With respect to the Commercial General Liability insurance, Additional Insured status must be provided on ISO forms CG 20 10 and CG 20 37 or equivalent.
2. **Representations and Warranties.** Vendor represents and warrants at the time of execution and during the term of this Agreement that: (a) Vendor has the power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and does not and will not violate any provisions of federal or state law or regulation, or conflict with any other agreement to which Vendor is subject; (b) Vendor has all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (c) Vendor shall perform all services under this Agreement in a timely, professional and workmanlike manner in accordance with the highest industry standards; (d) Vendor has performed and will perform all of its obligations to Parish in connection with services; (e) Vendor shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, regardless of the nature of the laws and regulations, and shall continue to comply with all applicable laws and regulations that may apply to it in the future; (f) Vendor shall pay all taxes and other charges imposed by any governmental authority on the services provided under this Agreement (g) there is no action, suit or proceeding now pending or to Vendor's knowledge, threatened by or against or affecting Vendor which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; (h) Vendor has never been terminated for cause from an agreement in which the Services contemplated herein are provided; and (i) this Agreement constitutes the legal, binding and enforceable obligation of Vendor, enforceable in accordance with its terms.
3. **Indemnification.** To the fullest extent allowed by law, Vendor shall indemnify, defend and hold harmless the Parish, the Bishop of the Roman Catholic Diocese of Cleveland, the Diocese of Cleveland, and their respective agents, representatives, and employees (the "Indemnified Parties") from and against all claims, damages, losses and expenses, including reasonable attorney's fees, that in any way arise out of or relate to any of Vendor's acts or omissions or to the performance of, or failure to perform, the services set forth in the Agreement, as the same may be amended from time to time (whether such acts, omissions, or services are performed by Vendor, its agents or employees, its subcontractors or anyone indirectly employed by them). No limitation of liability provisions or clauses or alternate indemnification provisions shall apply to limit this indemnification provision.
4. **Background Checks.** With respect to all employees or agents of Vendor who will have access to children at the event, Vendor agrees to provide Parish with proof that Vendor has conducted a BCI&I or FBI background check as to each such agent or employee, and obtain Parish's permission prior to allowing any such employee or agent to work at the event. The Parish shall have no financial obligation in connection with such background checks.

Vendor agrees that no such person with a conviction listed in Appendix 5 or its equivalent in the Diocese of Cleveland's Policy for the Safety of Children in Matters of Sexual Abuse (promulgated June 15, 2016), as the same may be amended from time to time, shall be permitted to work at the Parish.

5. **Force Majure.** Either party may terminate this contract without further liability to the other, and no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such termination, failure or delay is reasonable in light of any of the following acts beyond the impacted party's control: (a) acts of God such as flood, fire, tornado, earthquake, epidemic or pandemics including without limitation COVID-19, or explosion; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (c) federal, state, or local government order or law; (d) action by any governmental authority; or (e) national or regional emergency. In the event of a contract termination under this provision, Vendor shall return any and all deposits to Parish.

6. **Miscellaneous.** In the event of a conflict or inconsistency between the vendor proposal or contract and the terms of this amendment, the terms of this amendment shall govern the rights and obligations of the parties and shall supersede and replace the terms of the vendor proposal or contract to the extent of any conflict or inconsistency. The Agreement shall be governed by Ohio law without regard for its choice of law provisions. The Agreement is not assignable by the Vendor without the prior written consent of the Parish. The Agreement may not be amended except by the mutual agreement of the parties in a writing signed by both parties. In the event that any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

AGREED TO this _____ day of _____, 2019.

VENDOR:

PARISH:

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: Pastor _____

Date: _____

Date: _____