

SERVICE CONTRACT

This agreement is made this ____ day of _____, 20____, by and between,
_____, _____, New York ("Customer") and
_____, _____, _____, ("Vendor").

ARTICLE I. STATEMENT OF SERVICES Vendor shall provide and arrange for all aspects of the following service or services, including but not limited to all required vehicles, labor, materials, supplies, equipment and facilities:

_____ (the "Service").

ARTICLE II. ADDITIONAL VENDOR/SUB-VENDOR: Vendor shall not enter into any agreement with any entity and/or person to perform any portion or aspect of the Service ("Sub-vendor") without first notifying Customer. Customer shall have the right to determine whether any such Sub-vendor will be permitted to perform any portion or aspect of the Service.

ARTICLE III. INDEMNIFICATION: To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless Customer and each Archdiocese, Diocese, school partner, church, clergy religious, director, officer, agent and employee thereof from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from:

- i. any accident or occurrence which happens, or is alleged to have happened, in connection with or arising out of the performance of the Service, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom other than as results from the sole negligence of Customer;
- ii. any accident or occurrence which happens, or is alleged to have happened, in or about the place where such Service is being performed or in the vicinity thereof (a) while the Vendor is performing the Service, either directly or indirectly through an approved Sub-vendor as provided in Article II; or (b) while any of the property, vehicles, equipment or personnel or the Vendor is in or about such place or the vicinity thereof by reason of or as a result of the performance of the Service; or
- iii. any accident or occurrence which happens, or is alleged to have happened, in or about the place where such Service is being performed and/or during the performance of the Service as a result of the violation of any statutes, rules or regulations applicable to the Service including, but not limited to, violations of New York Vehicular and Traffic Laws, Labor Law and the Industrial Code.

ARTICLE IV. INSURANCE REQUIREMENTS:

- i. The Vendor shall, prior to the commencing of any portion or aspect of the Service under this Contract, furnish Customer with Certificates of Insurance confirming the insurance coverage required during the term of the Contract and the additional insureds and Blanket Additional Insured Endorsement as required in paragraph iii below.
- ii. The Vendor shall cause all insurances to be in full force and effect as of the date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Vendor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the time period such coverages are required to be in effect.
- iii. The Vendor shall obtain and maintain in full force and effect commercial general liability insurance for bodily injury and property damage with a combined single limit of not less than \$5,000,000 each occurrence. The required general liability insurance shall include a comparable limit with respect to Personal Injury and Advertising Injury, and a "Blanket Additional Insured Endorsement" in favor of the Customer, using form CG 20 10 11 85 or its equivalent, covering the additional insureds "as required by written contract" with respect to liability arising out of Vendor's ongoing and completed operations.
- iv. The Vendor shall obtain and maintain in full force and effect Statutory Workers' Compensation Insurance and Employers' Liability Insurance as required by New York State.
- v. When the Service includes hiring or chartering bus, limousine or any other transportation services, the Vendor shall obtain and maintain in full force and effect Automobile Liability Insurance with a combined single limit of not less than \$5,000,000 per occurrence.
- vi. The Vendor shall name Customer, the Archdiocese of New York and His Eminence Timothy M. Cardinal Dolan as additional insureds to the general liability insurance and automobile liability insurance policies required under this Contract.
- vii. Each policy must contain an endorsement that such policy is primary and non-contributory insurance to any other insurance available to the additional insured with respect to claims arising hereunder.
- viii. Each policy must expressly state that it may not be canceled or non-renewed unless thirty (30) days' advance notice of cancellation is given in writing to Customer by the insurance company.

- ix. Prior to performing the Service contemplated by this agreement, the Vendor shall provide the Customer with a Certificate of Insurance verifying that the required insurance coverage, inclusive of all terms and conditions listed in paragraphs i. through ix. above, is in full force and effect.

ARTICLE V. COMPENSATION: Vendor shall be paid in full for the proper and timely performance of the Service in the sum of _____ Dollars (\$ _____). Payment shall be made [in whole upon completion of the Service]/[in installments pursuant to the following schedule:

_____]

ARTICLE VI. MISCELLANEOUS: This Agreement is the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous negotiations or agreements. If there is any inconsistency between this Agreement and any other document, this Agreement shall control. No additions or changes may be made to this Agreement without the written consent of both parties. If any provision of this Agreement is as a matter of law unenforceable, then such provision shall be deemed to be deleted and this Agreement shall otherwise remain in full force and effect. Vendor's relationship to Customer is at all times that of independent contractor and not that of employee, partner, agent or joint venture. Vendor agrees to comply with all applicable rules, regulations, policies and procedures of Customer as they exist now and as they may be amended from time to time. Vendor shall comply, at its own cost and expense, with the provisions of all federal, state, county and municipal laws, ordinances, regulations and orders pertaining to the performance and provision of the Service under this Agreement. Both parties agree to the exclusive jurisdiction of the Courts of the State of New York or the United States District Courts within the State of New York for the resolution of any claim or action arising under this Agreement.

IN WITNESS WHEREOF, this Contract has been executed this ____ day of _____, 20__.

[Customer]

[Vendor]