

VENDOR SERVICE/HOLD HARMLESS 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, clergy, religious, director, officer, trustee, 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 arises out of, or is alleged to have arisen out of, the performance of the Service provided under this Agreement and 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;
- 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 of 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 commencing any portion or aspect of the Service under this Agreement, furnish Customer with Certificates of Insurance confirming the insurance coverage required during the term of the Agreement and identifying the additional insureds, and provide the Blanket Additional Insured Endorsement as required in paragraph iii below.
- ii. The Vendor shall cause all insurances required by this Agreement to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. 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 1185 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 and Employers’ Liability Insurance as required by New York State or any other state to which they are required to maintain workers’ compensation and employers’ liability insurance.
- 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 Commercial Automobile Liability Insurance for all owned, non-owned and hired autos 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 and any party qualifying as an indemnitee hereunder as additional insureds to the general liability insurance and automobile liability insurance policies required under this Agreement.
- 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 and 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. Customer is relieved from any obligation under this Agreement in the event of any of the following occurrences which make the services to be provided by Vendor unnecessary, ill-advised, impractical or impossible: acts of God, accidents, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, strikes, fire or explosion. 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]