

VENDOR HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH/SCHOOL: St. Theresa the Little Flower Catholic Church
(includes Bishop of Charleston, a Corporation Sole, DBA Catholic Diocese of Charleston)

VENDOR: _____

DATE OF PARISH/SCHOOL EVENT: Saturday, September 30, 2023

EVENT: Fall Family Festival

The above-named Vendor agrees to defend, protect, indemnify and hold harmless the above-named Parish/School (which shall include Bishop of Charleston, a Corporation Sole, DBA Catholic Diocese of Charleston) and their respective members, agents, contractors, officers, employees, clergy, volunteers and/or affiliates (the "Released Parties"), with respect to any and all claims, injury, loss and/or damage to person and/or property (including reasonable attorneys' fees), arising out of Vendor's activities in connection with the above identified Event at the Parish/School.

Vendor agrees to maintain in effect and to provide a certificate of insurance to the Parish/School, showing evidence of commercial general liability insurance coverage of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate and workers' compensation insurance as required by law. Vendor also agrees to have the Parish/School and Bishop of Charleston, a Corporation Sole, DBA Catholic Diocese of Charleston, named as "Additional Insureds" on its commercial general liability policy with respect to claims related to Vendor's operations in connection with the Event, or that are brought against the Parish/School by or as a result of actions of Vendor or its employees, contractors, agents, partners, members, customers, function attendees or invitees, and will cause its insurer to issue a policy endorsement evidencing such additional insured status. Vendor agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against Parish/School.

Vendor and the Parish/School agree that this agreement overrides and supersedes any and all contrary language in any Vendor proposal and any other agreements between Vendor and the Parish/School. If any portion of this Vendor Hold Harmless/Indemnity Agreement is determined by a Court to be unenforceable, the parties agree that the portion of the agreement that is unenforceable will be stricken with the remainder of the agreement remaining binding on the parties. This agreement can only be amended by a written agreement signed by Vendor and Parish/School, which agreement references this document.

SIGNATURE OF VENDOR:

By: _____
(must be an official agent of Vendor)

Name: (Please Print) _____

Title: (Please Print) _____

Date: _____

Vendor Address: _____

This Vendor Hold Harmless/Indemnity Agreement stands on its own as a legal contract between Parish/School and Vendor should this agreement not be incorporated into or attached to a contract.