

CONTRACT

This agreement is made this _____ day of _____, 20_____, by
and between _____ Address: _____
("owner") and _____ Address: _____
("Contractor").

ARTICLE I. STATEMENT OF WORK: Contractor shall perform, provide or arrange for
and supervise all work including but not limited to all labor materials, tools, supplies,
equipment, services, and facilities, required for the following work:_____

ARTICLE II. ADDITIONAL CONTRACTOR/SUBCONTRACTOR: Contractor
shall not enter into any agreement with any entity and/or person ("Subcontractor") to
perform any portion or aspect of the Project without first notifying Owner. Owner shall
have the right to determine whether such Subcontractor will be permitted to perform any
portion or aspect of the Project.

ARTICLE III. INDEMNIFICATION: To the fullest extent permitted by law, Contractor
shall defend, indemnify and hold harmless Owner and each member, partner, 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 the performance of the Project 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 there from other than as results from the sole negligence of Owner;
- ii. any accident or occurrence which happens, or is alleged to have happened, in or
about the place where such Project is being performed or in the vicinity thereof (a)
while the Contractor is performing the Project, either directly or indirectly through
an approved Subcontractor as provided in Article II; or (b) while any of the
property, equipment or personnel of the Contractor is in or about such place or
the vicinity thereof by reason of or as a result of the performance of the Project; or
- iii. any accident or occurrence which happens, or is alleged to have happened, in or
about the place where such Project is being performed and/or during the
performance of the Project as a result of the violation of any statutes, rules or
regulations applicable to the Project including, but not limited to violations of New
York Labor Law and the Industrial Code.

ARTICLE IV. INSURANCE REQUIREMENTS:

- i. The Contractor shall prior to the commencing of any services under this Contract, furnish Owner with Certificates of Insurance confirming the insurance coverage required during the term of the Contract and the additional insured and Blanket Additional Insured Endorsement as required in paragraph iii below.
- ii. The Contractor shall cause all insurances to be in full force and effect as of the date of this Contract to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage during the time period such coverage is required to be in effect.
- iii. The Contractor 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 \$1,000,000 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 Owner.
- iv. The Contractor shall obtain and maintain in full force and affect Statutory Workers' Compensation Insurance as required by New York State.
- v. Contractor shall name *Owner, _____ and The R.C. Diocese of Ogdensburg* as additional insured to the general liability insurance policy required under this Contract.
- vi. Each policy must contain an endorsement that such policy is primary and no-contributory insurance to any other insurance available to the additional insured with respect to claims arising hereunder.
- vii. Each policy must expressly state that it may not be cancelled or non-renewed unless thirty (30) days advance notice of cancellation is given in writing to Owner by the insurance company.

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

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

Signature: _____
Pastor

Signature: _____
Contractor