

RETAINER
AND HOLD HARMLESS/INDEMNITY AGREEMENT
FOR PERFORMERS, MUSICIANS, CRAFTS SALES, AND OTHER SMALL VENDORS
(Attachment 10d)

PARISH: _____
(PARISH is understood to include the Archdiocese of Washington)

VENDOR: _____

TYPE OF VENDOR: _____

DATES AND TIMES OF USE OR EVENT: _____

The purpose of this Agreement is to establish certain obligations of the VENDOR pertaining to any and all services provided by VENDOR to the PARISH during the term of this Agreement, which shall commence on the date this Agreement is signed and shall last for one year, renewing automatically for successive one-year terms unless cancelled in writing by either party. The above named VENDOR agrees to defend, protect, indemnify, and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named VENDOR or any of its agents, family members, officers, volunteers, helpers, partners, organizational members, or associates in connection with the operations of the above named VENDOR at the above named PARISH.

At any time VENDOR is performing services for the PARISH, VENDOR shall maintain general liability insurance of not less than one million dollars (\$1,000,000) per occurrence. VENDOR also agrees to have the PARISH named as an **“Additional Insured”** on its general liability policy for the DATES OF PARISH FESTIVAL OR EVENT in relationship to the VENDOR’S activities. It is agreed that VENDOR also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If and only if VENDOR fails to comply with the above (second) paragraph, then VENDOR agrees to protect, defend, hold harmless, and fully indemnify the above named PARISH for any claim or cause of action whatsoever which takes place during the above identified DATES OF USE that is brought against the PARISH by the above named VENDOR or its employees, agents, guests, invitees, customers, partners, family members, organizational members, and associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents or the negligence of any other individual or organization not a party to this agreement. If any paragraph or sentence of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNATURE: _____
(Must be an official agent of VENDOR)

NAME AND TITLE: _____

DATE: _____