

RETAINER AND INDEMNITY AGREEMENT
INCLUDING FOOD AND/OR LIQUOR LIABILITY
(Attachment 8b)

THIS AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 20____, (the “Commencement Date”) by and between _____

(“CONTRACTOR/SERVICE PROVIDER”) and _____ (“PARISH”). The purpose of this Agreement is to establish certain obligations of the CONTRACTOR/SERVICE PROVIDER pertaining to any and all services provided by CONTRACTOR/SERVICE PROVIDER to the PARISH during the term of this Agreement, which shall commence on the Commencement Date and last for one year, renewing automatically for successive one-year terms unless cancelled in writing by either party.

GENERAL LIABILITY INSURANCE: While CONTRACTOR/SERVICE PROVIDER is performing services for the PARISH, CONTRACTOR/SERVICE PROVIDER shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence, including food liability coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence if CONTRACTOR/SERVICE PROVIDER will be serving food, and liquor liability coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence if CONTRACTOR/SERVICE PROVIDER will be serving alcohol.

AUTOMOBILE LIABILITY INSURANCE: If applicable, CONTRACTOR/SERVICE PROVIDER shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the CONTRACTOR’S business in the minimum amount of one million dollars (\$1,000,000) combined single limit per accident.

WORKER’S COMPENSATION INSURANCE: CONTRACTOR/SERVICE PROVIDER shall maintain worker’s compensation insurance as required by law.

EVIDENCE OF INSURANCE: CONTRACTOR/SERVICE PROVIDER agrees to provide evidence of the above insurance coverage to the PARISH.

INDEMNIFICATION; NO WAIVER OF SUBROGATION: CONTRACTOR/SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the PARISH against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the CONTRACTOR/SERVICE PROVIDER, or its employees, agents, members, or officers. The PARISH does not waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the negligent acts of the CONTRACTOR/SERVICE PROVIDER associated with the services performed for the PARISH. The PARISH and CONTRACTOR/SERVICE PROVIDER agree that CONTRACTOR/SERVICE PROVIDER’S financial responsibility is limited to the amount of CONTRACTOR/SERVICE PROVIDER’S liability insurance in the event CONTRACTOR/SERVICE PROVIDER causes damage or loss to the PARISH. Any provision attempting to limit CONTRACTOR/SERVICE PROVIDER’S liability arising out of this contract to an amount less than one million dollars (\$1,000,000) shall be null and void. The terms of this paragraph shall survive the expiration of this agreement.

RIGHT OF TERMINATION: PARISH may terminate this agreement without cause at any time upon thirty (30) days’ written notice to CONTRACTOR/SERVICE PROVIDER.

NO ACCELERATED DAMAGES: In the event of PARISH's default or breach of its obligations under this agreement, CONTRACTOR/SERVICE PROVIDER may not attempt to collect as liquidated or accelerated damages any future fees or payments from PARISH.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: CONTRACTOR/SERVICE PROVIDER and the PARISH agree that this agreement overrides any and all portions of previous or concurrent agreements between CONTRACTOR/SERVICE PROVIDER and the PARISH that contain language in contradiction with this addendum. No subsequent agreement between CONTRACTOR/SERVICE PROVIDER and the PARISH shall be read to override or invalidate any portion of this Agreement unless the subsequent agreement explicitly expresses the intent to override this specific Agreement. If any portion of this Agreement is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR/SERVICE PROVIDER and the PARISH agree that the portion of the Agreement which is in conflict with the statute will be stricken from the Agreement with the remainder of the Agreement remaining binding for both parties.

CONTRACTOR/SERVICE PROVIDER:

PARISH:

Signature: _____

Signature: _____

(PARISH is understood to include the
Archdiocese of Washington)

By: _____
PRINTED NAME

By: _____
PRINTED NAME

Date: _____

Date: _____