

RETAINER AND INDEMNITY AGREEMENT FOR SERVICES INVOLVING POTENTIAL CONTACT WITH MINORS

(Attachment 8c)

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: At any time when 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 which includes a minimum of one million dollars (\$1,000,000) abuse and molestation coverage for claims arising out of alleged or actual child abuse or molestation.

BACKGROUND CHECKS AND DISQUALIFYING OFFENSES: CONTRACTOR/SERVICE PROVIDER is responsible for thorough screening and criminal background checks of its employees, agents, members, officers, and volunteers. CONTRACTOR/SERVICE PROVIDER shall not permit any employee, agent, member, officer, or volunteer of CONTRACTOR/SERVICE PROVIDER to enter the premises of the PARISH, including, if applicable, the PARISH’s school, if that employee, agent, member, officer, or volunteer has been convicted of any sexual offense or any crime of violence as defined in § 14-101 of the Maryland Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Maryland Criminal Law Article if committed in Maryland. If CONTRACTOR/SERVICE PROVIDER uses a subcontractor in the course of performing its obligations to the PARISH, CONTRACTOR/SERVICE PROVIDER shall impose via written contract with the subcontractor the same requirements and prohibitions on the subcontractor that this paragraph imposes on CONTRACTOR/SERVICE PROVIDER.

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: _____