

VENDOR HOLD HARMLESS / INDEMNITY AGREEMENT

PARISH/SCHOOL: St. Andrew Catholic Church/St. Andrew Catholic School
(includes Bishop of Charleston, A Corporation Sole)

PARISH/SCHOOL VENDOR: _____

DATE OF PARISH/SCHOOL EVENT: October 17, 2016 (Day before Event for Set-Up)
October 18, 2016 (Day of Event)

TYPE OF EVENT: Taste of the Town 2016 (St. Andrew Catholic School Fundraiser)

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, also known as the Diocese of Charleston) and its members, agents, officers, employees, clergy, family members, helpers, partners, organizational members, associates, volunteers and/or affiliates (the "Released Parties"), with respect to any and all injury, disability, death, and/or loss and/or damage to person and/or property, occurring during or arising out of the above identified Type of Event at the above named Parish/School, whether caused by the negligence of third parties, the Released Parties or otherwise, except that which is the result of gross negligence of the Released Parties, and waive any and all duty of the Released Parties to warn and/or protect me of any and all dangers, whether hidden, open, obvious or otherwise, whether or not Released Parties know of, has reason to know of, and/or could reasonably discover, such dangers.

VENDOR agrees to provide a certificate of insurance to the Parish/School, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Vendor also agrees to have the Parish/School and Bishop of Charleston A Corporation Sole named as an "Additional Insured" on its general liability policy for the Date(s) of Event in the relationship to the Type of Event for claims which arise out of Vendor's operations or are brought against the Parish/School by Vendor's employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. 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/School.

If and only if Vendor fails to comply with the above (second) paragraph, then the above named Vendor agrees to protect, defend, hold harmless and fully indemnify the above named Parish/School and Bishop of Charleston A Corporation Sole for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified Type and Date(s) of Event that is brought against the Parish/School by the above named Vendor or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the Parish/School, its employees or agents, or the negligence of any other individual or organization. If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNATURE OF ACTIVITY PARTICIPANT/VENDOR:

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

NAME: (Please Print) _____

TITLE: (Please Print) _____

DATE: _____

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