

PARISH FESTIVAL VENDOR HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH: _____

PARISH is understood to include the Archdiocese of New York & Archbishop of New York

PARISH FESTIVAL VENDOR: _____

TYPE OF VENDOR: _____

DATES OF PARISH FESTIVAL: _____

The above-named PARISH FESTIVAL 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 PARISH FESTIVAL 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 PARISH FESTIVAL VENDOR at the above named PARISH.

PARISH FESTIVAL VENDOR agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability, automobile liability, workers compensation (statutory) and excess liability insurance coverage. The amount of general and automobile liability insurance should be no less than one million dollars (\$1,000,000) per occurrence. The PARISH FESTIVAL VENDOR must also provide proof of excess liability insurance in an amount no less than four million dollars (\$4,000,000) per occurrence. PARISH FESTIVAL VENDOR also agrees to have the PARISH named as an "Additional Insured" on its commercial general liability, automobile, and excess liability policies for the DATES OF PARISH FESTIVAL in relationship to the PARISH FESTIVAL VENDOR'S activities. It is agreed that PARISH FESTIVAL VENDOR also agrees to ensure that its general liability, automobile, and excess liability insurance policies will be primary and non-contributory to all other insurance afforded to the additional insured in the event of a covered claim or cause of action against the PARISH.

PARISH FESTIVAL VENDOR further 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 DATE (S) OF PARISH FESTIVAL that is brought against the PARISH by the above named PARISH FESTIVAL 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.

This Agreement is the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous negotiations or agreements. If there is any inconsistency between this Agreement and any other document, this Agreement shall control. No additions or changes may be made to this Agreement without the written consent of both parties. If any provision of this Agreement is as a matter of law unenforceable, then such provision shall be deemed to be deleted and this Agreement shall otherwise remain in full force and effect. Vendor's relationship to Customer is at all times that of independent contractor and not that of employee, partner, agent or joint venturer. Customer is relieved from any obligation under this Agreement in the event of any of the following occurrences which make the services to be provided by Vendor unnecessary, ill-advised, impractical or impossible: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, strikes, fire or explosion. Vendor agrees to comply with all applicable rules, regulations, policies and procedures of Customer as they exist now and as they may be amended from time to time. Vendor shall comply, at its own cost and expense, with the provisions of all federal, state, county and municipal laws, ordinances, regulations and orders pertaining to the performance and provision of the Service under this Agreement. Both parties agree to the exclusive jurisdiction of the Courts of the State of New York or the United States District Courts within the State of New York for the resolution of any claim or action arising under this Agreement.

SIGNED BY: _____

(Must be an official agent of PARISH FESTIVAL VENDOR)

NAME AND TITLE: _____

DATE: _____