

Catholic Mutual Group

**CATERERS / VENDOR
HOLD HARMLESS/INDEMNITY AGREEMENT**

The Roman Catholic Bishop of San Bernardino and _____ (Parish / Location)

Vendor: _____

Type of Vendor: _____

Dates of Use: _____

The above named Vendor agrees to defend, protect, indemnify and hold harmless the Roman Catholic Bishop, of San Bernardino, A Corp. Sole, and _____ (Parish/Location) against and from all claims arising from all the negligence or fault of the above named Vendor or any of their agents, family members, officers, volunteers, helpers, partners, organizational members or associates in connection with the operations of the above named Vendor and this location: _____ .

Vendor agrees to provide a certificate of insurance to the Roman Catholic Bishop of San Bernardino, which provides evidence of general liability coverage of not less than two million dollars (**\$2,000,000**) per occurrence. Vendor also agrees to have the Roman Catholic Bishop of San Bernardino, A Corp. Sole names as an **“Additional Insured”** on its general liability policy for the date of the event or term of the certificate 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 the Roman Catholic Bishop of San Bernardino.

If and only if Vendor fails to comply with the above paragraph, then Vendor agrees to protect, defend, hold harmless and fully indemnify the Roman Catholic Bishop of San Bernardino and _____ (Parish/Location) for any claim or cause of action whatsoever which takes place during the above identified **Dates of Use** that is brought against the Roman Catholic Bishop of San Bernardino and _____ (Parish/Location) by the 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/School/Diocese) or 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.

Signed by: _____

(Must be an official agent of Vendor)

Name and Title: _____

(Please print)

Date: _____