***AGREEMENT***

 This \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AGREEMENT (the “Agreement”) is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Owner") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contractor”).

**[*Name of Parish***

***or Institution*]**

**[*Address*]**

 Name of Owner's Representative:

and the Contractor:

**[*Name of***

***Contractor*]**

**[*Address*]**

 Name of Contractor's Representative:

The Owner and Contractor agree as follows:

1. The Contractor shall provide the following services to the Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Services”).
2. The Contractor shall provide the Services at (describe specific location) (the “Premises”) at the following dates and times: (identify particular dates when services provided or term of contract) .
3. Fee for Services: The Contractor agrees to provide the Services to Owner for $ \_\_\_\_\_\_ (the “Fee”). Owner shall pay the fee as follows: (describe terms of payment including date(s) and amount of payment(s) to be made) .
4. Contractor shall provide and pay for all labor, materials, equipment, tools, machinery necessary to provide the above-described Services. Any material or equipment to be stored on site shall be approved in advance by the Owner; however, Owner shall not be responsible for any missing materials or equipment.
5. Contractor's Services shall be provided in a good and workmanlike manner. Any change in the scope of the Services to be provided or in the amount to be paid by Owner must be agreed to by the parties in writing.
6. Contractor shall, at Contractor's cost, procure any and all governmentally required licenses and permits, if any, necessary to provide the Services. Contractor shall comply with all governmental laws, ordinances and regulations in providing the above described Services. Contractor shall take all reasonable precautions to provide for the safety of and to prevent damage, injury or loss to (a) Contractor's employees and all other persons who may be affected by the Services described herein; and (b) the property of the Owner (including the Premises).
7. Contractor shall keep the Premises and the area in which the Services are being provided clean and neat and shall remove from the Premises and properly dispose of all waste materials, debris or trash resulting from performance of the Services.
8. Contractor shall save, defend, indemnify and hold Owner harmless from and against claims, damages, losses and expenses arising out of or resulting from the performance of the Services unless the direct result of the gross negligence or willful misconduct of Owner and its employees.
9. Contractor shall be responsible for promptly repairing, at its expense, any damage to the Premises caused by Contractor, it employees or subcontractors.
10. Prior to commencing the above described work, Contractor shall supply Owner with certificates of insurance evidencing that Contractor has the coverages and amounts of insurance as set forth on Exhibit A attached hereto and made a part hereof. The Contractor shall name the “Roman Catholic Archbishop of Baltimore, a corporation sole" and Owner as additional insureds on all policies except workers' compensation. The certificates must reflect the agreement by the issuing company that if the policies are to be cancelled, not-renewed or materially altered before the expiration date, thirty (30) days written notice shall be mailed to the certificate holders. Certificates are to be sent to the Owner and to the Archdiocesan Division of Risk Management, Attn: Tom Alban, 320 Cathedral Street, Baltimore, Maryland 21201. Lessee also shall provide evidence of insurance coverage in an amount not less than Three Hundred Thousand Dollars ($300,000) for sexual abuse/misconduct coverage, and said coverage must name the Lessor and the Roman Catholic Archbishop of Baltimore, a corporation sole, as additional insureds.
11. **Contractor certifies that the Services it provides to Owner may involve substantial contact with individuals under the age of 18 (“Minors”).  Substantial contact with Minors means contact in which the duration and scope in both time and exposure to Minors is neither rare nor limited and may occur on a routine and/or ongoing basis. Substantial contact also includes any direct, unsupervised, and uncontrolled access to Minors and any overnight activities with Minors. Contractor represents, warrants, verifies and agrees that all of the Contractor’s current and future employees, agents, volunteers, subcontractors and subcontractors’ employees who will be present at the Premises will have undergone a criminal background check prior to being present at the Premises which revealed no incidents of abuse, neglect, child pornography, misconduct with Minors, or other criminal activity that would render them unsafe to have contact with Minors.   Such criminal activity includes any conviction for a sex offense in any degree, for child sexual abuse, and for any “crime of violence” as defined in Section 14-101 of the Criminal Law Article of the Annotated Code of Maryland.  Any costs associated with background checks under this paragraph shall be the responsibility of the Contractor (or its subcontractors) and not of the Owner. Upon request of the Owner, Contractor shall provide additional written verification that all of the Contractor’s employees, agents, volunteers, subcontractors and subcontractors’ employees who are or will be present at the Premises have undergone a criminal background check which revealed no incidents of abuse, neglect, child pornography, misconduct with Minors, or other criminal activity that would render them unsafe to have contact with Minors.**
12. **If both the Contractor and the Owner initial the spaces below, it is agreed that the Services provided by Contractor at the Premises do not involve substantial contact with Minors, and thus the provisions of Section 11 above do not apply.**

**Contractor’s Initials: \_\_\_\_\_\_\_\_**

 **Owner’s Initials: \_\_\_\_\_\_**

1. Owner may withhold payment to the Contractor if Contractor materially fails to provide the Services described herein in accordance with the terms of this Agreement.
2. If Contractor defaults or fails or neglects to provide the Services or fails to perform a provision of this Agreement, the Owner, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may either (a) provide the Services itself or retain another contractor provide the Services. If the Owner utilizes options (a) or (b) above, it may deduct the cost thereof, including expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, the Owner may immediately terminate the Agreement, and Owner shall only be responsible for payment of Services actually and properly provided on or before the date of termination. If Owner elects to terminate the Agreement and the cost of procuring an alternate contractor to provide the Services during the remaining term of the Agreement exceeds the amount that would have been paid to the Contractor under this Agreement, the Contractor shall pay the difference to the Owner.
3. Owner also may terminate the Agreement for any reason at any time during the term of this Agreement by furnishing written notice of its intent to terminate to Contractor at least 30 days prior to the termination date selected by Owner.
4. This Agreement shall be governed by the laws of the State of Maryland.
5. This Agreement is made solely for the Services described herein. The Contractor is permitted to enter upon the Premises only for the purpose of providing the Services described in this Agreement, and not for any other purpose.
6. The Contractor agrees to comply with any conditions, rules and regulations imposed by Owner regarding its entry onto the Premises to provide the Services. It is understood and agreed that the Contractor, its employees, representatives, agents, subcontractors and affiliates shall conduct themselves in a professional, workmanlike and appropriate manner at all times while present on or about the Premises. Without limiting the generality of the foregoing, the Contractor's employees, representatives, agents, subcontractors and affiliates shall at all times, be mindful and respectful of Owner's other operations and activities on its property and shall not interrupt or interfere with the same, except where such interruption or interference is essential to the performance of the Services and the Owner has consented to the particular interruption or interference. Owner shall have the right to request Contractor to remove any one or more of the Contractor's employee(s), representative(s), agent(s) subcontractor(s) or affiliate(s) from the Premises and prohibit the same from returning thereto, if, in Owner's sole and absolute discretion, any such employee(s), representative(s), agent(s), subcontractor(s) or affiliate(s) shall be deemed to have violated any of the terms of this requirement. In the event that Owner shall make such a request, Contractor shall remove the particular employee(s), representative(s), agent(s), subcontractor(s) or affiliate(s) of the Contractor. It is understood and agreed that the Owner shall not be responsible for the payment of any costs incurred by the Contractor as a result of such removal, and the Contractor shall remain obligated to provide the Services within the timeframe set forth herein.
7. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
8. This Agreement represents the entire, integrated agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written statements, communications and agreement with respect to the subject matter hereof.
9. This Agreement may only be amended by a written agreement signed by the parties.
10. This Agreement may not be assigned by the Contractor without the express written consent of the Owner.
11. This Agreement shall be binding upon each party’s heirs, successors and permitted assigns.
12. Communicable Diseases.

(a) The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization (“WHO”) and the United States Centers for Disease Control (“CDC”). Contractor acknowledges and understands that there is risk of contracting COVID-19, coronavirus disease 2019 and any other type of virus, bacterium, microorganism or disease (collectively, “Communicable Diseases”) while its employees and contractors are present on Owner’s property providing the contracted services, and that any such Communicable Disease may cause serious and potentially life-threatening illness and/or death.

(b) By its signature below, Contractor understands and acknowledges the above warnings regarding Communicable Diseases, and that the provision of contracted services under this Agreement may involve risk of exposure to, contraction of, or infection by Communicable Disease as well as other economic losses or property damage that may result from my actions or inactions, the actions or inactions of others, and the inherent risks of providing the contracted services.

(c) Contractor agrees to furnish employees and/or contractors who are fully capable of performing the contracted services and who will not be hindered in any way from performing such services by (i) exposure to Communicable Diseases or (ii) susceptibility of contracting Communicable Disease. Contractor shall perform screening and other commercially reasonable measures, including complying with guidelines, rules, orders, regulations and laws established by Federal, State and local authorities, including the Maryland Department of Health and Mental Hygiene and the CDC, to prevent any of its employees and contractors with Communicable Diseases from being assigned to Owner’s property to perform contracted services under this Agreement. Furthermore, Contractor understands and acknowledges that Owner shall have instituted rules, guidelines, protocols and procedures based on guidance from governmental agencies and other recognized organizations (including the CDC) for the prevention of the spread of COVID-19 and any other Communicable Disease (collectively, the “Owner Rules”). All employees, contractors, agents and representatives of the Contractor present on the Owner’s property shall comply with all Owner Rules at all times.

1. Contractor understands that Owner does not screen, medically or otherwise, its parishioners, invitees, students, teachers, volunteers, staff, employees or any of its contractors, subcontractors, vendors and their respective employees who may be present on the Owner’s property. Contractor understands and acknowledges that Owner and the Archdiocese reserve the right to limit the scope of work under and to withdraw from and/or terminate any project, contract or agreement (including this Agreement) at any time due to any unforeseen conditions or circumstances or unsafe work environment. If Owner limits the scope of work under, withdraws from or terminates this Agreement for any of the reasons referenced in the preceding sentence, it shall not be required to pay any cancellation fee or penalty under this Agreement; instead, Owner shall be required to pay (i) in the case of a reduction in the scope of work, all such fees for the reduced scope of contracted services actually provided and (ii) in the case of a withdrawal from or termination of this Agreement, all fees for all contracted services actually provided through the date of termination.

(e) Contractor further understands, appreciates, and hereby assumes all such known and unknown dangers and risks related to the provision of the contracted services under this Agreement. In consideration of the opportunity to provide the contracted services, Contractor knowingly and voluntarily on behalf of itself, its employees and contractors, does hereby agree to forever release, hold harmless and indemnify Owner and Roman Catholic Archbishop of Baltimore, a Corporation Sole and each of their agents, governing boards, employees, staff, officers, directors, volunteers and representatives to the fullest extent permitted by law from any and all claims, causes of action, liabilities, demands, and causes of action arising out of or relating to COVID-19 or any other Communicable Disease, including but not limited to (i) claims of negligence and (ii) any claims related to supervising, hiring, employing, training or monitoring of others who may be infected with and spread a Communicable Disease; testing for a Communicable Disease; failure to prevent the spread of a Communicable Disease or failure to report a Communicable Disease to authorities.

**WITNESS** the corporate names and seals of the parties hereto and the signatures of their duly authorized representatives as of the day and year first above written.

 **OWNER:**

 (Name of School or Parish Corporation)

 By: \_\_\_\_\_\_\_

Date Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **CONTRACTOR:**

Date (Name of Contractor)

 By:

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**ARCHDIOCESE OF BALTIMORE**

**STANDARD INSURANCE REQUIREMENTS**

**CONTRACTORS**

The Contractor shall be required to procure and maintain throughout the Project the following insurance policies on the terms outlined below with an insurer acceptable to the Archdiocese.

**A. Types/Amounts of Insurance Required**

1. Commercial General Liability

 *Limits of Insurance*

* General Aggregate Limit $2,000,000
* Products and Completed Operations Aggregate Limit $2,000,000
* Personal and Advertising Injury $1,000,000
* Each Occurrence Limit $1,000,000
* Property Damage Limit (any one fire) $100,000
* Medical Payments Limit (any one person) $10,000

*Special Provisions*

* The insurance certificate(s) shall indicate that the Commercial General Liability policy carries an endorsement which names the Owner and the Roman Catholic Archbishop of Baltimore, a Corporation Sole, (collectively hereinafter referred to as the “Parties”) as Additional Insureds. The Contractor’s policy (ies) shall be primary and any insurance carried by the Parties shall be noncontributing with respect thereto. In addition, the policy shall cover: “XCU” (explosion, collapse, underground damage) for those classifications excluded under the policy and contractual liability.
* Waiver of Subrogation
* Broad Form Property Damage
* Explosion, Collapse, and Underground operations (XCU). Required for excavation activities. Delete any related exclusion.
1. Workers Compensation

*Limits of Insurance*

* Part One: Workers Compensation Statutory limit required by the applicable jurisdiction
* Part Two: Employers Liability
* Bodily Injury by Accident $1,000,000 Each Accident
* Bodily Injury by Disease $1,000,000 Policy Limit
* Bodily Injury by Disease $1,000,000 Each Employee
* Part Three: Other States Insurance. All States except NH, ND, OH, WA, WY

*Special Provisions*

* Waiver of Subrogation
1. Automobile Liability

*Limits of Insurance*

 Each Accident $1,000,000

 *Special Provisions*

Additional Insured. The Parties and their respective agents and representatives are to be named Additional Insureds. The coverage shall be primary and not excess of or contributory with any other insurance available to the Parties.

Waiver of Subrogation

Definition of Covered Autos. Means any owned, hired, or non-owned auto (symbols 1 or 2, 8, and 9).

**B. Requirements Pertaining to all Insurance Required**

*Ratings and Retentions:*

All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and, except for Professional Liability, shall be written on ISO standard forms or their equivalent. Additionally, all insurance under this Section must be issued by an insurance company authorized to do business in the State of Maryland and have an AM Best rating of A-, VIII or higher.

*Proof of Insurance:*

The Contractor must provide the Parties with a Certificate(s) of Insurance(s) reflecting all of the insurance coverages satisfying the above requirements not later than ten (10) calendar days after the Effective Date of this Agreement and prior to commencement of any operations or activities hereunder. The Parties reserve the right to require, at any time, complete, certificate copies of all required insurance policies, including endorsements evidencing the coverage required by this Agreement. The insurance certificate(s) shall provide that any such insurance policy (ies) shall not be canceled, terminated, non-renewed, or materially changed without thirty (30) days’ prior written notice to the Parties. In addition, the insurance company and/or the Contractor must provide thirty (30) days prior written notice to the Parties of any reduction in any of the policy limits. Ten (10) ten days Written Notification of Cancellation due to non-payment of premium

*Subcontractors:*

The Contractor shall require all subcontractors, consultants, and agents (“consultants” for purposes of this provision) providing services on the Project to carry any and all insurance coverage that adequately covers each consultant’s exposure based on the type of services they are providing in connection with the Project.

*Failure to comply:*

In the event the Contractor or its consultants fail to maintain the insurance required hereby, the Parties may, at its discretion, pay any premium necessary to maintain the coverage required hereby and deduct such premium costs from the Contractor’s fees under this Agreement.

*Waiver of Subrogation:*

The Contractor releases and discharges the Parties from all liability to the Contractor, and to anyone claiming by, through or under the Contractor, by subrogation or otherwise, on account of any loss or damage to tools, machinery, and equipment or other property, however caused.

**C. Effect of Insurance.**

*Indemnification and Hold Harmless*

Notwithstanding anything in the Agreement to the contrary, the Contractor shall save, defend, indemnify and hold harmless the Parties and their respective agents and representatives from any and all claims, injuries, damages, losses, suits or costs including attorney fees arising out of or in connection with the performance of services relating to the Project pursuant to the Agreement unless caused by the sole negligence of the Parties, their respective agents or representatives.

*No Limitations:*

The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of the Contractor’s obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with this Agreement. The Parties do not represent that coverage and the limits specified herein will necessarily be adequate to cover Contractor’s liability.

Compliance with insurance requirements shall not relieve the Contractor of any responsibility to indemnify the Parties for any liability to the Parties as specified in any other provision of this Contract, and the Parties shall be entitled to pursue any remedy in law or equity if the Contractor fails to comply with the contractual provisions of this Contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence.

**D. Distribution**

An original certificate must be on file with the Parties not later than ten (10) calendar days after the Effective Date of the Agreement and prior to commencement of any work pursuant to the Agreement. A copy of the certificate(s) must also be sent to the Archdiocesan Office of Risk Management, 320 Cathedral Street, Baltimore, Maryland 21201, Attention: Tom Alban.