

ADDENDUM TO CONTRACT AND AGREEMENT

Between _____ ***and*** _____ ***Parish (*** _____ ***)***

The following terms and conditions are added to the proposal / agreement by and between _____ (“Vendor”) and _____ (“Parish”) with respect to the _____ event to be held from _____ through _____ (collectively, the “Agreement”):

1. ***Insurance.*** Vendor shall at all times and at its own cost fully insure itself with, and furnish to Parish satisfactory proof that Vendor has in force for the entire period covered by the Agreement, the following classes of insurance in the form and with limits specified below:
 - a) **Commercial General Liability** with a limit of liability insuring both bodily injury, personal injury, and property damage in an amount of not less than \$1,000,000.00 per occurrence, with a general aggregate of \$2,000,000.00, providing coverage for the Vendor’s use of the Parish’s premises and its operations thereon and to cover such claims as may be caused by or arise out of an act, omission, or negligence of the Vendor or its officers, employees, laborers, agents, representatives, subcontractors and assigns.
 - b) **Commercial Automobile Liability Insurance** for owned, non-owned and hired automobiles, trucks and other licensed motorized vehicles utilized in connection with Vendor’s use of the Parish’s premises and its operations thereon. The policy shall have a limit of liability insuring both bodily injury, and property damage in an amount of not less than \$1,000,000.00 per occurrence.
 - c) **Employers Liability Insurance** with limits of at least \$1,000,000 bodily injury for each accident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury disease aggregate.
 - d) **Workers Compensation Insurance** and other employee benefits as required by Federal, state and local laws and ordinances and provide to Parish immediately upon execution of this Agreement copies of any applicable certificates of compliance.

Insurance as referenced herein above shall be obtained from a carrier rated at least "A-" by A.M. Best Company and licensed or approved in the State of Ohio.

Vendor shall provide to Parish immediately upon execution of this Agreement a Certificate of Insurance and Endorsement that evidences the above coverage and that:

 - a. names each of the following as both **Additional Insured** and certificate holders for the Commercial General Liability, Automobile Liability, and Employer’s Liability insurance:
 1. The Bishop of the Roman Catholic Diocese of Cleveland
 2. The Diocese of Cleveland
 3. The Parish
 - b. provides that the Parish shall be given thirty (30) days advance written notice of the cancellation or reduction of coverage, and
 - c. provides that the insurance shall be Primary insurance and Non-Contributory to any other insurance or self-insurance available to the Additional Insured with respect to the claims arising out of this Agreement and that the insurance applies separately to each insured against whom claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.
 - d. With respect to the Commercial General Liability insurance, Additional Insured status must be provided on ISO forms CG 20 10 and CG 20 37 or equivalent.

2. **Compliance with Applicable Laws and Regulations.** Vendor represents and warrants that it has complied and will comply with all applicable laws and regulations pertaining to any amusement ride, inflatable device, or other device (“Device”) that it is providing, renting, operating, or making available to the Parish or for the Parish’s use. Vendor further represents and warrants that all required inspections of the Device have been completed and that any necessary permits for the Device have been obtained. Vendor agrees to provide to the Parish a copy of the current permit pertaining to the Device prior to the event, and shall submit to the Parish inspection and maintenance records upon request.
3. **Representations and Warranties.** Vendor further represents and warrants at the time of execution and during the term of this Agreement that: (a) Vendor has the power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and does not and will not violate any provisions of federal or state law or regulation, or conflict with any other agreement to which Vendor is subject; (b) Vendor has all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (c) Vendor shall perform all services under this Agreement in a timely, professional and workmanlike manner in accordance with the highest industry standards; (d) Vendor has performed and will perform all of its obligations to Parish in connection with services; (e) Vendor shall pay all taxes and other charges imposed by any governmental authority on the services provided under this Agreement (f) there is no action, suit or proceeding now pending or to Vendor’s knowledge, threatened by or against or affecting Vendor which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; (g) Vendor has never been terminated for cause from an agreement in which the Services contemplated herein are provided; and (h) this Agreement constitutes the legal, binding and enforceable obligation of Vendor, enforceable in accordance with its terms.
4. **Substitution of Devices Prohibited.** Vendor understands and agrees to provide a list of devices being provided, and further agrees that substitution of devices is prohibited unless specifically agreed to in writing by the Parish, and understands and agrees that rebounding devices (including inflatable rebounding devices) and trampolines of any type are prohibited.
5. **Set Up, Tear Down, and Operation.** Vendor agrees that it will be solely responsible for setting up the Device prior to the event or commencement of the rental period and will be solely responsible for tearing down, cleaning up, and removing the Device at the conclusion of the event or rental period. Vendor further agrees that it will be solely responsible for operating, attending to, and supervising the Device and use of the Device throughout the duration of the time that the Device is on the premises of the Parish. Vendor represents and agrees that it has trained or will provide all training required by law or regulation to any of its employees or agents who will operate or attend to the Device, prior to such time as the Device is set up on the premises of the Parish.
6. **Background Checks.** With respect to all employees or agents of Vendor who will have access to children at the event, Vendor agrees to provide Parish with proof that Vendor has conducted a BCI&I or FBI background check as to each such agent or employee, and obtain Parish’s permission prior to allowing any such employee or agent to work at the event. The Parish shall have no financial obligation in connection with such background checks. Vendor agrees that no such person with a conviction listed in Appendix 5 or its equivalent in the Diocese of Cleveland’s Policy for the Safety of Children in Matters of Sexual Abuse (promulgated June 15, 2016), as the same may be amended from time to time, shall be permitted to work at the Parish.
7. **Indemnification.** To the fullest extent allowed by law, Vendor shall indemnify, defend and hold harmless the Parish, the Bishop of the Roman Catholic Diocese of Cleveland, the Diocese of Cleveland, and their respective agents, representatives, and employees (the “Indemnified Parties”) from and against all claims, damages, losses and expenses, including reasonable attorney’s fees, that in any way arise out of or relate to (a) the use of or participation in Vendor’s Device by any person; or (b) the services set forth in the Agreement or the performance thereof, or to the acts or omissions of the Vendor, a Subcontractor, anyone employed by them directly or indirectly, or anyone for whose acts or omissions they may be liable. No limitation of liability provisions or clauses or alternate indemnification provisions shall apply to limit this indemnification provision.
8. **Force Majure.** Either party may terminate this contract without further liability to the other, and no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such termination, failure or delay is reasonable in light of any of the following acts beyond the impacted party's control: (a) acts of God

such as flood, fire, tornado, earthquake, epidemic or pandemics including without limitation COVID-19, or explosion; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (c) federal, state, or local government order or law; (d) action by any governmental authority; or (e) national or regional emergency. In the event of a contract termination under this provision, Vendor shall return any and all deposits to Parish.

9. **Miscellaneous**. In the event of a conflict or inconsistency between the vendor proposal or contract and the terms of this amendment, the terms of this amendment shall govern the rights and obligations of the parties and shall supersede and replace the terms of the vendor proposal or contract to the extent of any conflict or inconsistency. The Agreement shall be governed by Ohio law without regard for its choice of law provisions. The Agreement is not assignable by the Vendor without the prior written consent of the Parish. The Agreement may not be amended except by the mutual agreement of the parties in a writing signed by both parties. In the event that any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

AGREED TO this _____ day of _____, 2019.

VENDOR:

By: _____

Print: _____

Title: _____

Date: _____

PARISH:

By: _____

Print: _____

Title: Pastor

Date: _____