

AGREEMENT

THIS AGREEMENT made this _____ day of _____ Two Thousand and _____ by and between

(hereinafter referred to as "Owner")¹

and

(hereinafter referred to as "Contractor")

WITNESSETH:

In consideration of the mutual covenants and promises herein set forth below, the parties agree as follows:

1. Contractor shall provide all necessary labor, supervision, equipment, tools and materials to

(hereinafter "work").

In accordance with Contractor's attached proposal dated _____,

2. Contractor shall begin work within ten (10) days after the issuance of the building permit or on _____ and shall complete the same within _____ (_____) calendar days from the start date unless time must be extended due to inclement weather, act of God, or any delays caused by parties outside the control of the Contractor, which extensions must be approved by the Owner in writing. Such approvals shall not be unreasonably withheld.

3. Contractor shall comply with all laws, ordinances, and regulations affecting and/or required by the work and shall secure and pay all required fees of governmental bodies having jurisdiction over the project and all costs for permits and licenses necessary for the performance of the work pertaining to this agreement.

4. Contractor shall perform the work in a manner consistent with industry standards, to the satisfaction of the Owner and in conformity with the standards and regulations of governmental bodies having authority and the proposal, incorporated herein by reference in Paragraph 1.

5. Contractor shall repair and correct to the Owner's satisfaction, at the Contractor's expense, all defects in workmanship or materials arising within one year after completion of the work. Acceptance of the work by the Owner shall not impair this warranty obligation.

6. Contractor shall procure and maintain in full force and effect at all times during the performance of the work under this Agreement insurance for not less than the following limits of liability, or required by law, whichever coverage is greater:

A. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them.

¹ "Owner" shall be entity that owns or legally possesses the property. Owner shall be "The Roman Catholic Church of the Archdiocese of New Orleans, if it is the owner of the property where the work is to be performed. If a religious parish owns the property where the work is to be performed, then the corporate name of the religious parish should be designated as the Owner, e.g., St. _____, Louisiana," or "Our Lady of _____, Louisiana." If there is any question about the corporate name of the parish, please contact Linda Oalman at the Archdiocese Department of Financial and Administrative Services. Note that in some cases, the Archdiocese may own the property even though the parish is separately incorporated. Owner shall also be, as applicable, the affiliated entity of the Archdiocese that may either own the property in its own name or lease it from the Archdiocese, e.g., Catholic Charities Archdiocese of New Orleans or Project Lazarus.

B. GENERAL LIABILITY INSURANCE: While Contractor is performing services as defined under either No. 1 above or under Exhibit A – Scope of Services, on an Owner's project, Contractor shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Such insurance shall include not only general liability but also any divisions of coverage included in Subsection I herein and, in addition, shall also include, but not be limited to, any causes of action arising from the foregoing work to be performed but also from the sale and/or use of any salvage materials of any kind taken from the demolition of the aforementioned building by Contractor.

C. AUTOMOBILE LIABILITY INSURANCE: Contractor shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the contractor's business. Automobile liability coverage shall be maintained by the Contractor in the minimum amount of \$500,000 per person/\$1,000,000 per accident/\$500,000 property damage.

D. WORKER'S COMPENSATION INSURANCE: Contractor shall maintain worker's compensation insurance as required by law.

E. ADDITIONAL INSURED(S): Contractor agrees to provide a certificate of insurance to the Owner that will name the Owner (as well as The Roman Catholic Church of the Archdiocese of New Orleans, if not named as the Owner) as an additional insured(s), not merely as a certificate holder, on Contractor's liability policy for claims arising out of Contractor's operations and/or made by Contractor's employees, agents, guests, customers, invitees or subcontractors or third parties, including but not limited to any persons or entities performing volunteer service for Contractor. Any policy of insurance shall be endorsed as such. The certificate shall also provide that the insurer shall provide written notice to the Owner of any cancellation or material change in the foregoing insurance fifteen (15) days prior to any such change or cancellation. The certificate must also verify such liability insurance policy is primary in the event of a covered claim or cause of action against Owner. In addition to the foregoing, the policy must require no waiver of subrogation by Owner, and the policy must be endorsed as such if necessary. Any and all policies must also be primary to any insurance of and/or self-insurance program in which Owner may participate.

F. INDEMNITY, DEFENSE AND HOLD HARMLESS: The Contractor agrees to defend, hold harmless and indemnify the Indemnitees against and from any claim or cause of action of any kind whatsoever including property damage or any personal injury (including but not limited to physical or emotional damages or economic loss of any type) brought by person or entity, including but not limited to Contractor, its employees, agents, guests, customers, invitees or subcontractors, or any volunteers or entity providing such volunteers arising out of: 1) the negligent and/or intentional acts and/or omissions or any other fault of Contractor, its employees, agents, guests, customers, invitees or subcontractors, or any volunteers or any person or entity providing such volunteers, including but not limited to any operations at the site of the construction; 2) the use of any vehicles by Contractor, its employees, agents, guests, customers, invitees or subcontractors, or any volunteers or persons or entities providing such volunteers to perform services under this contract; and/or, 3) Contractor's performance of and/or failure to perform its obligations pursuant to this Agreement. For purposes of this agreement, "Indemnitees" shall at all times mean and include The Roman Catholic Church of the Archdiocese of New Orleans and any separately incorporated religious parish of the Archdiocese where the work is to be performed, or, alternatively, and as applicable, The Roman Catholic Church of the Archdiocese of New Orleans and any separately incorporated, affiliated entity of the Archdiocese of New Orleans which may be the owner or lessee of any property where the work is to be performed.

G. SUBCONTRACTORS: Contractor shall be required to verify that all of its subcontractors maintain general liability insurance, worker's compensation insurance and automobile liability insurance in the same amounts required of the Contractor. Furthermore, Contractor agrees to hold harmless, indemnify and defend the Owner for any claim or cause of action that was caused by the negligent and/or intentional acts and/or omissions or other fault of subcontractor of the contractor, its employees, agents and/or representatives.

H. NO WAIVER OF SUBROGATION: Owner does not waive any rights of recovery against the Contractor or subcontractor for any damages that are covered by the Owner's property insurance coverage or builder's risk coverage.

I. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverages as applicable)
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability with Employment Exclusion deleted
5. Contractual
6. Owned, non-owned and hired motor vehicles

7. Broad Form Property Damage including Completed Operations

J. The General Liability coverages shall be provided by a Commercial General Liability Policy on an occurrence basis only with an insurer with an A+ Best rating or better.

K. The insurance required by Paragraph 6 shall be written for not less than any limits of liability specified in this Contract or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations.

L. Certificates of Insurance satisfactory to the Owner in its sole discretion shall be filed with the Owner prior to commencement of the work. Absent production of such certificates prior to commencement of the work, this contract shall be null and void.

M. SEVERABILITY PROVISION: If any paragraph or sentence of these provisions is deemed or is determined to be in conflict with local or state or national statutes, both Contractor and Owner agree that portions of the Contract in conflict with the statutes will be stricken from the Contract with the remainder of the Contract binding for both parties.

N. The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims that may arise from operations under the Contract.

O. The Owner shall provide Builder's Risk insurance for the project.

P. The Contractor waives claims against Owner for damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputations, and for loss of profit.

Q. The Contractor shall pay the cost of deductibles on Contractor-furnished policies

7. The Contractor shall not assign this Agreement or subcontract any portion of the work under this contract without the prior written consent of the Owner.

8. The Contractor shall submit monthly applications for payment to the Owner for the value of the work performed and materials furnished or stored on the job site, together with such supporting documentation as the Owner may request, including, but not limited to, evidence that all claims, bills, taxes, indebtedness, or costs incurred in connection therewith have been paid on a timely basis. Contractor shall, in addition thereto, with each application for payment, furnish releases or waivers of all liens for labor or materials from subcontractors, laborers, and suppliers in such form as the Owner shall require (except where Contractor has provided a performance and payment bond). Payment shall be made by the Owner to Contractor (or its subcontractors or suppliers directly if the Owner elects) within twenty-one (21) days after the application for payment is approved.

9. The cost of the work is (\$ _____).

10. Any deviations from the terms of this Agreement involving an extra change or credit must be agreed to in writing before the change is made and evidenced by the Owner's written Change Order form signed by agents of both the Owner and the Contractor.

11. Contractor in performing the work hereunder is an independent contractor and reserves the right to control Contractor's employees and representatives, and the Owner reserves the right of inspection to ascertain that the work conforms to the requirements of this Agreement.

12. If for any reason the Contractor does not maintain a satisfactory work schedule, in the sole discretion of Owner, complete the work on the completion date, or for any other breach of the terms of this Agreement, the Owner may terminate this Agreement and pay the Contractor the actual cost incurred on that portion of the work completed to the satisfaction of the Owner as of the date of such termination. Such payment shall fully discharge Owner obligations under this Agreement.

13. This Agreement in writing constitutes the sole agreement between the parties concerning the subject matter hereunder and all prior negotiations, representations, understandings or agreements concerning the subject matter hereunder are hereby canceled. In addition, no other terms, conditions or provisions other than included herein are applicable, including but not limited to any other terms, conditions or provisions proposed by the Contractor.

14. The laws of the State of Louisiana shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

OWNER:

By:_____

CONTRACTOR:

By:_____

8/1/2013