

**SERVICE PROVIDER AGREEMENT**

CONTRACTOR:

**DIOCESE OF BEAUMONT:  
 MOST REV. CURTIS J. GUILLORY, BISHOP OF  
 BEAUMONT, his SUCCESSORS IN OFFICE and**

PARISH/SCHOOL/ENTITY

P.O. Date	Placed By	Date Expected	Ship Via	F.O.B.	TERMS
QUANTITY	DESCRIPTION			UNIT PRICE	TOTAL
<b>Shipping &amp; Handling</b>					
<b>Subtotal</b>					
<b>Sales Tax</b>					<b>EXEMPT</b>
<b>TOTAL DUE</b>					

**1. INDEMNITY:** Contractor hereby agrees to and shall indemnify and hold harmless, the Diocese of Beaumont, Most Reverend Curtis J. Guillory, Bishop of Beaumont, his successors in office and assigns forever, and the above parish or school, its officers, agents and employees from and against any and all claims, losses, damages, causes of actions, suits and/or liability of every kind for injury to and/or death of any person and/or damage to any property arising out of or in connection with the work performed under this contract, purchase order or any other amendment and/or addendum to this contract. Contractor's duty to defend and indemnify shall include all expenses incurred as a result of any claim, loss or lawsuit. Contractor's duty to defend and indemnify the Diocese of Beaumont shall be only to the extent caused by any negligent act or omission of contractor or contractor's officers, directors, partners, employees or consultants.

ACCEPTED (Authorized Signature of Contractor/Service Provider)

ACCEPTED (Authorized Signature of Pastor/Principal/Director)  
 (OVER)

2. CONTRACTOR SHALL NOT commence work until he has obtained all the insurance required hereunder and certificates of such insurance have been filed and approved. Approval of the insurance by the Diocese of Beaumont shall not relieve or decrease the liability of the contractor. Insurance carriers must be licensed to do business in Texas and must have minimum Best rating of A and category size of VIII. The contractor shall provide and maintain, until the work covered is completed and accepted by the Diocese of Beaumont, the minimum insurance coverage as follows:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
1. Worker's compensation Employer's liability	Statutory \$500,000 / \$500,000/ \$500,000
2. Commercial general liability	
A. General aggregate	\$2,000,000
B. Products / completed operations	\$1,000,000
C. Personal injury and advertising	\$1,000,000
D. Each occurrence	\$1,000,000
3. Comprehensive automobile liability Including hired and non owned.	\$ 500,000 (Combined Single Limit)
4. Owners and contractors protective policy shall be provided where new construction or extensive remodeling is involved with the named insured as the Diocese of Beaumont, Most Reverend Curtis J. Guillory, Bishop of Beaumont, and the parish or school:	
A. Each occurrence	\$1,000,000
B. Aggregate	\$2,000,000
5. Builders risk shall be provided where new construction or extensive remodeling is involved naming the Diocese of Beaumont, Most Reverend Curtis J. Guillory, Bishop of Beaumont and the parish or school as insured and state coverage for the described construction project for a limit of liability of at least the construction cost or consideration described in the construction contract.	
6. Additional insured endorsement, waiver of subrogation, and certificate of insurance:	
A. Regarding above items 2 and 3, contractor is required to furnish additional insured endorsement for the Diocese of Beaumont, Most Reverend Curtis J. Guillory, Bishop of Beaumont, parish and/or school.	
B. Regarding above items 1, 2 and 3, contractor is required to furnish waivers of subrogation for the Diocese of Beaumont, Most Reverend Curtis J. Guillory, Bishop of Beaumont, parish and/or school.	
C. Regarding above items 1, 2 and 3, contractor is obligated to have insurers furnish certificates of insurance naming the Diocese of Beaumont, certificate holder, and separate certificates of insurance naming the involved parish and/or school.	

\*\* Contractor shall maintain such insurance in force during the life of the contract, and no modification or change of insurance provision shall be made without ten (10) days written advance notice to the Diocese of Beaumont.

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