

## **ADDENDUM TO SERVICE CONTRACT**

**GENERAL LIABILITY INSURANCE:** While CONTRACTOR/SERVICE PROVIDER is performing operations at SCHOOL, CONTRACTOR/SERVICE PROVIDER shall maintain both general liability insurance and automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the performance of this contract in the amount of not less than two million dollars (\$2,000,000). It is further agreed that the CONTRACTOR/SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the SCHOOL against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the CONTRACTOR/SERVICE PROVIDER, or its employees, agents, members, or officers.

**WORKER'S COMPENSATION INSURANCE:** CONTRACTOR/SERVICE PROVIDER shall maintain worker's compensation insurance as required by law.

**EVIDENCE OF INSURANCE:** CONTRACTOR/SERVICE PROVIDER agrees to provide evidence of the above insurance coverage to the SCHOOL at the signing of the contract, including a certificate of insurance to the SCHOOL which will name the SCHOOL as an additional insured on CONTRACTOR/SERVICE PROVIDER'S liability policy for claims arising out of the performance of this contract.

**NO WAIVER OF SUBROGATION:** SCHOOL does not waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the negligent acts of the CONTRACTOR/SERVICE PROVIDER associated with the contract. SCHOOL and CONTRACTOR/SERVICE PROVIDER agree that CONTRACTOR/SERVICE PROVIDER'S financial responsibility is limited to the amount of CONTRACTOR/SERVICE PROVIDER'S liability insurance in the event CONTRACTOR/SERVICE PROVIDER causes damage or loss to SCHOOL.

**CONTRACT OVERRIDE AND SEVERABILITY PROVISION:** CONTRACTOR/SERVICE PROVIDER and SCHOOL agree that this addendum overrides any and all portions of previous agreements between CONTRACTOR/SERVICE PROVIDER and SCHOOL that contain language in contradiction with this contract. If any portion of this Addendum to Service Contract is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR/SERVICE PROVIDER and SCHOOL agree that the portion of the Addendum to Service Contract which is in conflict with the statute will be stricken from the Addendum to Service Contract with the remainder of the Addendum to Service Contract remaining binding for both parties.

**CONTRACTOR/SERVICE PROVIDER:**

**SCHOOL:**

\_\_\_\_\_

\_\_\_\_\_

(SCHOOL is understood to include the Diocese of Santa Rosa)

**BY:**

**BY:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**START DATE OF CONTRACT (Understood to be date signed if left blank):** \_\_\_\_\_

*Instruction to SCHOOL (SCHOOL Use Only): This Addendum to Service Contract stands on its own as a legal contract between SCHOOL and CONTRACTOR/SERVICE PROVIDER should this addendum not be incorporated or attached to a contract.*

*(Revised 01/20)*