

AGREEMENT BETWEEN CONTRACTOR
AND OWNER FOR CONTRACTS UNDER \$20,000
(2004 Archdiocese Edition)

This Agreement is entered into on the date indicated below between the Contractor identified below and the Catholic Bishop of Chicago, a corporation sole, 155 East Superior Street, Chicago, Illinois 60611 for construction work and/or repairs for the Parish also identified below.

1. The Contractor shall perform the work described in its estimate or proposal, a copy of which is attached hereto and made a part hereof, for the price stated in the estimate or proposal.

2. If the Contractor has not provided a written estimate or proposal, the parties agree that the Contractor shall perform the following work at the price indicated:

(\$ _____)

3. The Contractor shall complete the work no later than _____.

4. The Contractor shall be paid no later than thirty (30) days following submittal of an invoice for the work, so long as the work has been completed and accepted by the Owner.

5. The Contractor shall be solely responsible for construction means and methods and shall protect the safety of persons and property at the work site. The Contractor agrees to indemnify, defend and hold harmless the Owner, its employees and agents, from any and all claims, demands, liabilities, liens, encumbrances, suits, settlements, judgments, costs and expenses arising, or allegedly arising, from its performance of this Agreement and due to personal injury, including death, property damage, including loss of use thereof, economic loss or otherwise. This indemnification provision is in addition and cumulative to any other right of indemnification or contribution which any of the indemnitees may have in law, at equity or otherwise and shall survive completion of the work.

6. The Contractor shall maintain (a) commercial general liability insurance with limits of \$1,000,000 each occurrence and \$2,000,000 in the aggregate with products liability, completed operations and explosion, collapse and underground coverages, (b) comprehensive automobile liability insurance with limits of \$1,000,000 each occurrence and \$2,000,000 in the aggregate, (c) excess or liability insurance coverage with limits of \$1,000,000 excess to underlying coverages, (d) worker's compensation insurance with statutory limits, and (e) employer's liability insurance with limits of \$500,000. The Contractor shall provide the

Owner with a certificate of insurance evidencing such coverages as an attachment to the copy of this Agreement executed by it at the time of delivery of the executed copy of the Agreement to the Owner. The certificate of insurance shall name the Catholic Bishop of Chicago, a corporation sole, and the Parish as additional insureds and shall state that the coverages afforded by the Contractor shall be primary in all respects to any insurance carried independently by the Owner. The certificate of insurance shall provide that the Owner shall receive thirty (30) days prior written notice of any cancellation or material change in any of insurance covered by the certificate.

7. As used herein, the "Owner" collectively refers to The Catholic Bishop of Chicago, a corporation sole, and the Parish identified below.

AGREED by and between:

CONTRACTOR:

PARISH:

Date

Date