ADDENDUM TO PROPOSAL

This Addendum ("Addendum"), made as of _____ (MM/DD/YYYY), by and between _____ (the "School"), a School located within the Roman Catholic Diocese of Columbus (the "Diocese"), and _____ (the "Contractor") (the School and the Contractor are individually referred to as "Party" and collectively referred to as the "Parties").

WHEREAS, the School has accepted the proposal dated _____(MM/DD/YYYY), attached hereto and incorporated herein (the "Proposal"), from Contractor for the work described therein (the "Project");

The Proposal and this Addendum shall collectively be referred to herein as the "Contract."

WHEREAS, the Contractor desires, and represents that it is capable, to provide services for the Project, as described in the attached Proposal.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as to the following additions to the terms and conditions of the Proposal as follows:

ARTICLE I INDEMNIFICATION AND INSURANCE

1.1 To the extent permitted by law, the Contractor, waives any right of contribution against the School and the Diocese and shall indemnify, protect, defend, save and hold the School and the Diocese harmless from and against all liability, damage, loss, claims, demands, actions and expenses, including, but not limited to attorneys' fees of any nature whatsoever that arise out of, or are claimed to arise out of or be connected with (i) the negligent performance of work to be performed by the Contractor hereunder; (ii) any negligent act or omission of the Contractor; (iii) the failure of Contractor to comply with the plans and specifications, laws, statutes, ordinances or regulations of any governmental or quasi-governmental authority; and (iv) any claims or demands by any other contractor or consultant of the School as it relates to work at the Project.

1.2 Without limiting the generality of the foregoing, the indemnity hereinabove set forth shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death or property loss to the School and/or the Diocese, whether based upon statutory, contractual, tort or other liability of the Contractor. The promise of Indemnification in this paragraph shall not be construed to indemnify the School or the Diocese for any loss or damage attributable to the acts or omissions of the School or the Diocese. The School and the Diocese shall be entitled to recover all costs and expenses, including attorneys' fees, from Contractor whom the School and/or the Diocese has successfully had to compel by legal process to abide by the terms of this provision.

1.3 With respect to claims against the School and/or the Diocese by Contractor's employees, Contractor agrees to expressly waive its immunity as a complying employer under the worker's compensation law, but only to the extent that such immunity would bar or affect recovery under or enforcement of this indemnification obligation. With respect to the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Rev. Code Section 4123.74.

1.4 The Contractor shall purchase and maintain a Commercial General Liability policy, a Business Automobile Liability policy, and other insurance as will protect the Contractor from claims described below which may arise out of or result from the Contractor's performance or obligations under the Proposal or this Addendum, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible.

a) Claims under workers' compensation, occupational sickness or disease, disability benefit and other similar employee benefit acts;
b) Claims for damage because of bodily injury, disease, illness, death or personal injury, and other claims usually covered by bodily injury liability insurance; and
c) Claims for damages because of injury to or destruction of property and other claims usually covered by property damage liability insurance.

1.5 Contractor's Commercial General Liability policy and Business Automobile Liability policy shall provide the following minimum limits:

a) General Aggregate	$2,000,000
b) Products/Completed Operations Aggregate	$2,000,000
c) Occurrence Limit	$1,000,000
d) Business Automobile combined single limit	$500,000

1.6 Contractor shall cause the Commercial General Liability coverage required to include the School and the Diocese as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during Contractor's operations and completed operations.

1.7 Builders Risk Insurance: A Builder's Risk and Boiler and Machinery Coverage will be obtained by the School to cover the project. Any payment under Builder's Risk or Boiler and Machinery Coverages will be made jointly to the School and Contractor. Further, the School and Contractor agree that any payment under Builder's Risk or Boiler and Machinery Coverages will be placed into a joint account until such funds are reinvested in the construction project.

1.8 Subcontractors: Contractor shall be required to verify that all subcontractors maintain general liability insurance, worker's compensation insurance and automobile liability insurance. Furthermore, Contractor agrees to indemnify and defend the School and the Diocese for any claim or cause of action, whatsoever which are caused by the negligence or other actionable fault of an uninsured subcontractor.

ARTICLE II WARRANTY

2.1 Contractor warrants that all work and materials associated with the work contemplated by the Proposal will be free from defects in materials and workmanship for a period of at least one (1) year from the date the work is completed.

2.2 All manufacturer's warranties on equipment and/or materials installed as part of the Project will be registered in the name of the School and/or the Diocese at the time of completion of the Project.

ARTICLE III DIOCESE POLICIES/PROCEDURES/SAFE ENVIRONMENT

3.1 As applicable, Contractor agrees that its personnel shall perform their activities and/or duties at all times in accordance with the School and/or Diocesan policies and procedures and be in compliance with all safe environment requirements of the Diocese, which are located and available at www.columbuscatholic.org/safe/policies .

ARTICLE IV MISCELLANOUS

4.1 Notices. Any notice required or permitted herein shall be made in writing, and shall be sent (i) by registered or certified U.S. mail, return receipt requested; (ii) by reliable overnight courier service; (iii) or by hand delivery; to the addresses for the respective Party set forth below, or any other address provided to the other Party in writing from time to time:

If to School: _____
_____
_____
Attn.: _____

If to Contractor: _____
_____
_____
Attn: _____

Written notice to any Party shall be deemed to have been given upon being mailed to the proper address provided above, with proper postage prepaid, or upon actual delivery if hand delivered or sent by reliable overnight courier.

4.2. Binding Effect. All provisions herein shall be binding upon and shall inure to the benefit of the Parties hereto and the Diocese, and to their respective legal representatives, successors and permitted assigns. Each provision to be performed by Contractor shall be construed to be both a covenant and a condition, and if there are sub-contractors, they shall all be bound, jointly and severally.

4.3. Limitation of Liability. It is specifically understood and agreed that there shall be no personal liability of any School respective members, affiliates, subsidiaries, officers, directors, employees, partners, trustees, shareholders, agents, successors or assigns, with respect to any of the covenants, conditions or provisions of the Contract. In the event of a breach or default by the School of any of

its obligations under the Contract, Contractor, its agents, employees and invitees shall look solely to the equity of the School and the proceeds thereof, for the satisfaction of any remedies.

4.4 Miscellaneous. The Contract sets forth the entire agreement between the parties hereto relating to the Project. Any prior conversations or writings concerning the Project are merged herein and extinguished. Contractor shall not assign the services under the Contract without the prior written consent of School, which consent School may withhold in its sole and absolute discretion. No subsequent amendment to this Addendum or the Contract shall be binding upon Contractor or the School unless reduced to writing and signed by both parties hereto, except as otherwise provided herein.

4.5 Signature/Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original, and each of which, taken together, shall constitute one agreement binding on the parties. A reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

4.6 Relationship of Parties. The relationship of Contractor to the School is solely that of an independent contractor. Neither Contractor nor any of its employees or any of its agents or representatives shall be considered under the provisions of the Contract or otherwise as being an employee of the School or the Diocese. Each Party is solely responsible to meet its own financial obligations to its employees including provisions of workers compensation and unemployment insurance coverage, malpractice and other liability insurance, payment of federal, state and local taxes and any other costs or expenses necessary to carry out its obligations under the Contract. No work, act, commission or omission of any Party, its agents, servants or employees, pursuant to the term and conditions of the Contract, shall be construed to make or render any Party, its agents, servants or employees, an agent, servant, representative or employee of, or joint venturer with, the other Party.

4.7 Severability. If any clause or provision of the Contract is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the Contract.

4.8 Controlling Law. The Contract shall be construed and enforced in accordance with the laws of the State of Ohio and any the only venue for any claim, conflict or dispute regarding same shall be a court of competent jurisdiction located solely in Franklin County, Ohio.

4.9 Headings. The headings of the Contract are for convenience only and will not affect the construction of the Contract.

4.10 Force Majeure. Neither School or Contractor shall be deemed to be in violation of the Contract if prevented from performing any obligations hereunder by reason of acts of God or other acts of war, flood or storm, strikes, epidemics or pandemics, and the like beyond its control; nor shall School, Diocese or Contractor be required to act in violation of law or regulation.

ARTICLE V PRECEDENCE OF ADDENDUM

5.1 It is intended that all terms of the Contract and any documents incorporated by reference herein be construed harmoniously wherever possible. However, the Parties agree that the terms of this Addendum take precedence over all provisions in any other part of the Contract that contain language that conflicts with the terms of this Addendum.

ARTICLE VI TERMINATION

6.1 The School may terminate the Contract for cause upon delivery of written notice to the Contractor. The School may, in its sole discretion, do whatever is necessary to assure performance of the terminated work and to take such action, if necessary, in Contractor's name. The School may withhold from Contractor any monies due or to become due under this or any other contract to offset the damages incurred or reasonably believed likely to occur as a result of the termination. Contractor and its surety, if any, shall be liable to the School for any and all additional costs, expenses, attorney fees, and other damages that directly or indirectly result from Contractor's termination for cause.

ARTICLE VII NON-WAIVER

7.1 The failure of any Party to insist upon strict performance of any provision of the Contract or to exercise any right arising therefrom shall not constitute a waiver of that provision or right, in whole or in part, in that instance or any other instance. Any waiver by a Party of a particular provision or right shall be in writing, shall be as to a particular matter, and shall be signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date and year provided for above.

CONTRACTOR:

_____

(NAME OF COMPANY)

BY:

_____

SIGNATURE, NAME & TITLE (Date)

[INSERT SCHOOL NAME]

BY:

_____

SIGNATURE, NAME & TITLE (Date)