



AGREEMENT FOR EDUCATIONAL SERVICE PROVIDER

This agreement dated this _____ day of _____, 20____, is by and between _____
(Service Provider business name) (Service Provider), _____ (Service Provider tax ID #) and

(parish/school and address).

Service Provider agrees to provide _____
(parish/school, city) with _____
(basic description of services) under the following terms and conditions:

1. This agreement shall commence on _____ (insert specific month, day, year), and
unless sooner terminated, shall terminate on _____ (insert specific month, day, year).

2. Service Provider shall provide: _____

(insert description of specific service(s) provided for what purpose, location of space used or delivery address if
different than above) on _____ (insert day(s), time of service).

Note: use an attachment if needed and insert attachment name in this paragraph.

3. Service Provider is responsible for: _____

(as appropriate and applicable to Service Provider service, insert/list any responsibilities or rules or
equipment/appliances/other the Service Provider is allowed or may use to provide the service(s), clean up of area,
floor, other, trash disposal, recycle, etc.).

4. Service Provider will provide insurance as specified below:
Service Provider shall maintain Commercial General Liability insurance and sexual abuse coverage in the amount of
not less than One Million Dollars (\$1,000,000.00) per occurrence for the duration in which Service Provider provides
services for _____ (parish/school, city).
**We understand that \$1,000,000.00 of abuse coverage may be difficult for some vendors and we may waive the
requirement to have it; however, please note we will hold the vendors liable for risk associated with the
exposure to abuse risk.**

Service Provider shall furnish to _____
(parish/school, city) acceptable certificates of such insurance, attached hereto and by this reference made a part hereof. Service Provider will name the Corporation of the Catholic Archbishop of Seattle (CCAS) and _____ (parish/school, city) as an additional insured on its Commercial General Liability insurance policy and its molestation or abuse insurance policy for the duration of Service Provider's services to _____ (parish/school, city) for claims arising out of Service Provider's operations or made by Service Provider's agents, employees, guests, Service Providers, or volunteers. Service Provider must verify that its insurance policy is primary in the event of a covered claim or cause of action against CCAS and/or _____ (parish/school, city). Service

Provider shall provide proof to _____ (parish/school, city) that the insurance requirements have been met as outlined in this contract.

Service Provider shall maintain worker's compensation insurance as required by law.

Service Provider understands that insurance coverage for Service Provider's personal property is Service Provider's sole responsibility.

5. Service Provider hereby agrees to indemnify and hold harmless _____ (parish/school, city) from any and all claims arising out of loss, damage or injury to persons or property arising out of or in connection with the Service Provider's use, operations, or occupancy of the premises, and whether or not such loss, damage or injury was caused by the Service Provider, its agents, employees, guests, Service Providers, or volunteers. _____ (parish/school, city) shall not be liable for damage or claims for injury to persons, including Service Provider and their agents, employees, guests, Service Providers, or volunteers, or for property damage from any action by the Service Provider or any agents, employees, guests, Service Providers, or volunteers of the Service Provider, related to Service Provider's occupancy of the premises, except for those damages or injuries caused by _____ (parish/school, city) or any agent or employee of _____ (parish/school, city). _____ (parish/school, city) shall not be liable to Service Provider or to any person for claims arising from the negligence of Service Provider or its agents, employees, guests, Service Providers, or volunteers.

6. Any material violation of this agreement or any act exposing the other party to liability to others for personal injury or property damage can be cause for terminating this agreement by either party effective immediately without any notice.

7. Dispute Resolution

In the event _____ (parish/school, city) and Service Provider are unable to agree upon the interpretation, application or intent of any provision of this Agreement, or in the event any dispute, claim, question or disagreement (collectively referred to as a "dispute") arises out of or relates to this Agreement, the parties shall use their best efforts to resolve the dispute through negotiation. If the dispute is not resolved by negotiation, the parties shall proceed to mediation. Conclusion of at least one mediation session shall be a condition precedent to Court litigation.

Notice of Dispute. Within ten days after a dispute arises, the party seeking relief shall deliver to the other party a written notice requesting resolution of the Dispute under the Dispute resolution procedures of this Agreement. The notice shall: (a) include a statement of the cause of the Dispute; (b) cite applicable contract provisions; (c) state the relief sought; (d) identify the date the matter became a Dispute.

Negotiation. Each party shall appoint a senior representative to negotiate the Dispute on its behalf. Within ten days after delivery of the Notice of Dispute, the senior representatives shall meet or confer at a mutually agreed upon time and attempt in good faith to resolve the Dispute. If the senior representatives are unable to resolve the dispute within thirty days of delivery of the Notice of Dispute, the parties shall proceed to resolution of the Dispute through mediation.

Mediation. If the dispute has not been resolved by negotiation, within forty-five days after service of the Notice of Dispute the parties shall mutually appoint a single mediator to assist them in resolving the dispute. The mediation shall be held in Seattle, Washington, unless the parties agree in writing otherwise. The Parties shall schedule a mediation session as soon as practicable. The costs of the mediation shall be equally divided between the parties. Conclusion of at least one mediation session shall be a condition precedent to litigation in an institution of legal or equitable proceedings by either party.

In the event of any litigation between the _____
(parish/school, city) and the Service Provider to enforce any provisions or rights hereunder, the unsuccessful party to such litigation agrees to pay to the successful parties therein all reasonable costs and expenses incurred including, but not limited to reasonable attorneys' fees, court costs, arbitration fees, and expert witness fees.

8. Pending resolution of any dispute, the parties shall continue to perform and meet their obligations under this agreement. If a pending dispute affects or precludes such performance, _____
(parish/school, city) shall determine and, as appropriate, direct the method or extent of performance to be provided until the dispute is resolved. The failure of Service Provider to comply and cooperate with _____
(parish/school, city) determination and directions is justification for termination of this agreement.
9. The Disputes provisions of this Agreement shall remain in full force and effect following any termination of this agreement for cause or for _____
(parish/school, city) convenience.
10. This Agreement expresses all obligations between the two parties named below and there exists no other agreement, written or oral, between these parties, involving the obligations outlined above.

(Service Provider name)

(parish/school, city)

By: _____
(Service Provider authorized signer)

By: _____
(parish/school authorized signer)

Its: _____

Its: _____

Date: _____

Date: _____