

WORK FOR HIRE AGREEMENT

This Work for Hire Agreement (this "Agreement") is made effective as of _____, by and between The Bishop of Charleston, A Corporation Sole; _____ of _____; and _____ of _____.

In this Agreement, the party who is contracting to receive the services shall be referred to as "the Diocese," and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning on _____, Contractor will provide the following services (collectively, the "Services") as described in the attached Exhibit.

2. PAYMENT FOR SERVICES. The Diocese will pay compensation to Contractor for the Services in the amount not to exceed \$_____. This compensation shall be payable as requested by Contractor upon completion of the work cited in request for compensation.

3. TERM/TERMINATION. This Agreement will terminate upon completion of the Services.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to the Diocese, and not an employee of the Diocese. The Diocese will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.

5. CONFIDENTIALITY. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to the Diocese. Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of the Agreement. Upon termination of the Agreement, Contractor will return to the Diocese all records, notes, documentation and other items that were used, created, or controlled by Contractor during the term of this Agreement.

6. INSURANCE. While Contractor is performing operations at the Diocese, Contractor shall maintain public liability insurance in the amount of not less than two million dollars (\$2,000,000) per occurrence and auto liability insurance for any owned autos/trucks, hired autos/trucks or non owned autos used in connection with the contractor's business. Automobile liability coverage should be maintained by the contractor in the minimum amounts of \$500,000 per person/\$1,000,000 per accident/\$500,000 property damage. Contractor shall maintain worker's compensation insurance as required by law.

Contractor shall verify that all subcontractors maintain public liability insurance, worker's compensation and automobile liability insurance.

Contractor agrees to provide a certificate of insurance to the Diocese which will name the Diocese as an additional insured.

7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the Diocese from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Diocese that result from the acts or omissions of Contractor, Contractor’s employees, if any, and Contractor’s agents.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

9. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written construed, and enforced as so limited.

10. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of South Carolina.

PARTY CONTRACTING SERVICES:
The Bishop of Charleston, A Corporation Sole

By: _____
Rev. Msgr. Richard D. Harris, Vicar General
OR John L. Barker, Chief Financial Officer

SERVICE PROVIDER:

By: _____
(Signature)

(Printed Name and Title)

For Certificate of Liability Insurance, Certificate Holder should be “Bishop of Charleston, a Corporation Sole and [insert parish/school name]” with the address of “[insert address of parish/school]”.

Also in the Description of Operations, include “Bishop of Charleston, a Corporation Sole and [insert parish/school name] are additional insured for general liability only with regards to work performed at [insert address where work to be performed]”

WORK FOR HIRE AGREEMENT

This Work for Hire Agreement (this “Agreement”) is made effective as of «Date», by and between The Bishop of Charleston, A Corporation Sole; «ParishSchool» of «ParishSchoolAddress»; and «Contractor» of «ContractorAddress». In this Agreement, the party who is contracting to receive the services shall be referred to as “the Diocese,” and the party who will be providing the services shall be referred to as “Contractor.”

1. DESCRIPTION OF SERVICES. Beginning on _____ «BeginDate», Contractor will provide the following services (collectively, the “Services”) as described in the attached Exhibit.

2. PAYMENT FOR SERVICES. The Diocese will pay compensation to Contractor for the Services in the amount not to exceed \$«PaymentAmt». This compensation shall be payable as requested by Contractor upon completion of the work cited in request for compensation.

3. TERM/TERMINATION. This Agreement will terminate upon completion of the Services.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to the Diocese, and not an employee of the Diocese. The Diocese will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.

5. CONFIDENTIALITY. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to the Diocese. Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of the Agreement. Upon termination of the Agreement, Contractor will return to the Diocese all records, notes, documentation and other items that were used, created, or controlled by Contractor during the term of this Agreement.

6. INSURANCE. While Contractor is performing operations at the Diocese, Contractor shall maintain public liability insurance in the amount of not less than two million dollars (\$2,000,000) per occurrence and auto liability insurance for any owned autos/trucks, hired autos/trucks or non owned autos used in connection with the contractor’s business. Automobile liability coverage should be maintained by the contractor in the minimum amounts of \$500,000 per person/\$1,000,000 per accident/\$500,000 property damage. Contractor shall maintain worker’s compensation insurance as required by law.

Contractor shall verify that all subcontractors maintain public liability insurance, worker’s compensation and automobile liability insurance.

Contractor agrees to provide a certificate of insurance to the Diocese which will name the Diocese as an additional insured.

7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the Diocese from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Diocese that result from the acts or omissions of Contractor, Contractor’s employees, if any, and Contractor’s agents.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

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PARTY CONTRACTING SERVICES:
The Bishop of Charleston, A Corporation Sole

By: _____
Rev. Msgr. Richard D. Harris, Vicar General
OR John L. Barker, Chief Financial Officer

SERVICE PROVIDER:

By: _____
(Signature)

(Printed Name and Title)

For Certificate of Liability Insurance, Certificate Holder should be “Bishop of Charleston, a Corporation Sole and «ParishSchool»” with the address of “«ParishSchoolAdress»”.

Also in the Description of Operations, include “Bishop of Charleston, a Corporation Sole and «ParishSchool» are additional insured for general liability only with regards to work performed at «ParishSchoolAdress»”