

**INDEMNIFICATION and
HOLD HARMLESS AGREEMENT
(For Projects over \$100,000)**

The Undersigned contracting company agrees that they will, to the fullest extent permitted by law, indemnify and hold harmless the **Roman Catholic Diocese of Marquette**, Michigan, and _____ at _____
(parish/institution) (City)

from and against any and all claims, damages, losses and expenses, including, but not limited to, attorney fees, arising out of or resulting from the performance of the construction contract, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Notwithstanding any other provision, however, this indemnification shall not be extended to indemnify any person or entity with respect to that person or entities sole negligence.

To cover the Indemnification and Hold Harmless Agreement set forth above, *the undersigned contractor further agrees* to carry comprehensive general liability insurance and completed operations liability coverage, in a minimum amount of \$1,000,000 (1 million), combined single limit, with a company acceptable to the above named parish/institution and the Roman Catholic Diocese of Marquette, Michigan.

The above named parish/institution and the Roman Catholic Diocese of Marquette shall be named additional insured on the undersigned contractor's policy.

The Undersigned contractor also agrees to carry a policy of Worker's Compensation and Employer's Liability insurance covering all legal liability of the contracting company and its subcontractors under the Bureau of Worker's Disability compensation Act and related laws.

DATED: _____

(Name of Contracting Company)

By: _____
(Authorized Signature)

Address:

(This form, when complete, should be given to the parish/institution and to the Diocese of Marquette, 1004 Harbor Hills Drive, Marquette, MI 49855)

(Revised: June, 2013)