

# CHARTERED TRANSPORTATION AGREEMENT FOR SERVICES

This agreement is between Archdiocese of Portland in Oregon/\_\_\_\_\_ (“Church”) and \_\_\_\_\_ [FULL NAME OF OTHER PARTY] (“Contractor”).

## 1. General Terms and Statement of Work

The statement of work is contained in Exhibit A attached hereto. Exhibit A in its entirety is incorporated by this reference and made a part of this agreement. In the event that any of the terms of Exhibit A conflict with the provisions of this document, this document shall control.

## 2. Consideration

Church agrees to pay Contractor at the rates described in Exhibit A. If Exhibit A provides for payment for time or expenses, any invoice for time or expenses shall be accompanied by such detail (to include date of service, and time spent) and supporting documentation as is necessary for reasonable audit. No payment will be made without such a billing.

## 3. Time for Performance

This agreement is effective as of the date of the signature last noted below, and shall continue until \_\_\_\_\_ [DATE AGREEMENT WILL TERMINATE]. No work shall be performed until this agreement is fully executed.

## 4. Relationship of Parties

The relationship of Contractor to Church is that of an independent contractor. Contractor is not an officer, employee, or agent of Church and Church shall have no liability for any act or debt of Contractor.

## 5. Responsibility for Taxes and Withholding

Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this agreement and, unless Contractor is subject to backup withholding, Church will not withhold any amounts to cover Contractor’s federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers’ compensation benefits from compensation or payments paid to Contractor under this agreement, except as a self-employed individual.

## **6. Subagreements/Assignment**

Contractor shall not delegate, assign or transfer its interest in this agreement or its duties under this agreement, without obtaining prior written approval from Church.

## **7. Dual Payment**

Contractor shall not be compensated for work performed under this agreement from any other source.

## **8. Compliance with Applicable Law**

Contractor and all subcontractors permitted to work under this agreement shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement, including Oregon workers' compensation laws.

## **9. Ownership of Work Product**

The statement of work is contained in Exhibit A. All work products of Contractor which result from this agreement are the exclusive property of Church unless otherwise stated in Exhibit A.

## **10. Successors in Interest**

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

## **11. Insurance and Indemnification**

**[THE PROVISIONS OF THIS SECTION DO NOT APPLY TO AN INDIVIDUAL WHO IS A SPEAKER, WORKSHOP PRESENTER, OR COURSE INSTRUCTOR IN AN EDUCATIONAL PROGRAM SPONSORED BY THE CHURCH.]**

**(A)** During the term of this agreement Contractor shall maintain in force at its own expense, each applicable insurance as indicated below. No waiver of any insurance required is effective without the written authorization of the Archdiocesan Risk Manager.

**(1) Workers' compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers and employer's liability insurance.

**(2) Liability insurance.** Contractor shall provide evidence of comprehensive general liability insurance with a combined single limit per occurrence of not less than \$1,000,000 each occurrence for bodily injury and property damage, and professional liability insurance, if licensed or other professional services are to be provided under this agreement. If any services or activities involving minors are

to be provided, evidence of sexual misconduct insurance in an amount not less than \$1,000,000 must also be provided. Evidence of comprehensive automobile liability insurance in the amount of \$5,000,000.00 shall also be provided when Contractor, its subcontractor or the employees of either will operate, maintain, load or unload vehicles as a part of the services under this agreement.

**(B) Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) required under this agreement without 30 days prior written notice from the Contractor or its insurer(s) to the Archdiocese/Church.

**(C) Certificates of insurance.** As evidence of the liability insurance coverages required by this agreement, Contractor shall furnish insurance certificate(s) and endorsement(s) acceptable to the Archdiocese/Church prior to commencing the work. The endorsement(s) shall name the Archdiocese/Church, its, officers, employees, agents and volunteers as additional insureds, but only with respect to the Contractor's services to be provided under this agreement. The endorsement(s) also shall state that the insurance is primary and not contributing with any insurance or self-insurance of the Archdiocese/Church. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**(D) Indemnification.** Contractor shall defend, save, and hold harmless the Archdiocese/Church, its members, officers, agents, employees, and volunteers, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or any subcontractors, agents or employees under this agreement.

## **12. Background Checks**

If any services or activities involving minors are to be provided, Contractor warrants that Contractor or any employee, subcontractor, or volunteer of Contractor providing services under this agreement, prior to the commencement of such services, has undergone a background check, has no criminal convictions on his/her record, and has nothing in his/her background that would qualify or limit his/her suitability for such involvement with minors.

## **13. Termination**

Unless otherwise stated in Exhibit A, this agreement may be terminated by mutual consent of the parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.

## **14. Controlling Law and Venue**

This agreement shall be construed in accord with the laws of the State of Oregon. Any disputes will be resolved by the courts of the State of Oregon.

**15. Force Majeure**

Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, war, or other similar events beyond either party's reasonable control.

**16. Severability**

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

**17. Waiver**

The failure of either party to enforce any provision of this agreement shall not constitute a waiver by such party of that or any other provision.

**18. Merger Clause**

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**19. Attorney Fees**

In the event a lawsuit of any kind is instituted to obtain performance of any kind under this agreement or to collect any payment due under this agreement, the prevailing party shall pay such additional sums as the court may adjudge for reasonable attorney fees and shall pay all costs and disbursements incurred therein.

**20. Contractor Data**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Federal Tax I.D. No.:** \_\_\_\_\_

(Individuals and sole proprietors should supply Social Security number)

**State Tax I.D. No.:** \_\_\_\_\_

(If no W-9 is on file with Church, please submit.)

**SIGNATURES**

**Contractor**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Archdiocese of Portland in Oregon/  
\_\_\_\_\_ Church**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Pastor

**SAMPLE** **CERTIFICATE OF LIABILITY INSURANCE** Date (MM/DD/YY)  
OP ID BW  
NORME-1

PRODUCER	<b>INSURANCE BROKER / AGENT</b>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <b>COMPANIES AFFORDING COVERAGE</b>
Phone No.	<b>INSURED</b>	
INSURED		

**COVERAGES**  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<b>A</b>	<b>GENERAL LIABILITY</b>	<b>123456789</b>	<b>MM/DD/YY</b>	<b>MM/DD/YY</b>	GENERAL AGGREGATE <b>\$1,000,000</b>	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS – COMP/OP AGG <b>\$1,000,000</b>	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY <b>\$1,000,000</b>	
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE <b>\$1,000,000</b>	
	_____				FIRE DAMAGE (Any one fire) <b>\$ 50,000</b>	
	[WHEN REQUIRED]				MED EXP (Any one person) <b>\$ 5,000</b>	
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT <b>\$5,000,000</b>	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) <b>\$</b>	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) <b>\$</b>	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE <b>\$</b>	
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	_____					
	<b>GARAGE LIABILITY</b>				AUTO ONLY – EA ACCIDENT <b>\$</b>	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: <b>\$</b>	
	_____				EACH ACCIDENT <b>\$</b>	
					AGGREGATE <b>\$</b>	
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE <b>\$</b>	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE <b>\$</b>	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				<b>\$</b>	
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>WC 12456890</b>	<b>MM/DD/YY</b>	<b>MM/DD/YY</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER <b>\$</b>	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE				<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	EL EACH ACCIDENT <b>\$1,000,000</b>
						EL DISEASE – POLICY LIMIT <b>\$1,000,000</b>
						EL DISEASE – EA EMPLOYEE <b>\$1,000,000</b>
<b>A</b>	<b>OTHER</b>	<b>123456789</b>	<b>MM/DD/YY</b>	<b>MM/DD/YY</b>	EACH OCCURRENCE <b>\$1,000,000</b>	
	<input checked="" type="checkbox"/> SEXUAL ABUSE/MOLESTATION					
	[WHEN REQUIRED]					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
**RE: Operations of the Insured on premises of the certificate holder**  
Certificate holder and \_\_\_\_\_ (Parish/Church or School) are included as Additional Insured as per form CB 00 00 00 attached.

CERTIFICATE HOLDER	CANCELLATION
ARCH001 <b>The Archdiocese of Portland in Oregon</b> _____ (Parish/Church or School) <b>Attn: Risk Management Office</b> <b>2838 E. Burnside Street</b> <b>Portland, OR 97214</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE

**SAMPLE: ADDITIONAL INSURED ENDORSEMENT FORM**

POLICY NUMBER: 1234567890

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

**THE ARCHDIOCESE OF PORTLAND IN OREGON, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS / \_\_\_\_\_ (PARISH/CHURCH OR SCHOOL)**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

**THIS INSURANCE IS PRIMARY AND NOT CONTRIBUTING WITH ANY INSURANCE OR SELF-INSURANCE OF THE ARCHDIOCESE OF PORTLAND IN OREGON.**

**SAMPLE**