



ARCHDIOCESE OF MIAMI

EMERGENCY WORK ORDER

This Work Order is between _____ (hereinafter “Contractor”), and Archdiocese of Miami, Inc. (“ADOM”). Contractor shall furnish all the materials and perform all the labor as follows: _____

_____ (hereinafter “Work”). Work to be performed under this Work Order shall be completed by: _____, time is of the essence. ADOM shall pay Contractor for the performance of Work the lump sum of \$ _____.

All Work shall be performed by individuals duly licensed and authorized by law to perform said Work. Contractor warrants it is adequately insured including statutorily mandated workers’ compensation coverage for injury to its employees and others incurring loss or injury. Contractor, at its cost, shall provide liability coverage in the amount of One Million and No Cents (\$1,000,000.00) Dollars per occurrence, and Three Million and No Cents (\$3,000,000.00) Dollars in the aggregate. Contractor agrees to defend, indemnify, and hold harmless ADOM and any of its parishes, affiliates, agents, or employees for any claims or liability that allegedly arise because of the negligence, recklessness, or intentional misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Work Order. This provision will survive the termination or completion of the Work.

If the Work is to repair or replace damage and which is covered by property insurance, Contractor performing the Work shall be paid only those amounts that have been approved by the insurer as full and final payment of the Work and shall not be entitled to any additional amounts from Archdiocese of Miami, Inc. or any other party. All insurance payments for Work shall be paid to Contractor after receipt of written invoices for the Work and final approval by the insurer.

This Work Order may be unilaterally terminated by ADOM for convenience upon seven (7) days written notice to Contractor. Upon such termination, Contractor will not be entitled to any damages or payment for any services not yet performed or Work not yet delivered at the time of termination

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The parties agree as of this ____ day of _____, 20 ____.

ADOM

CONTRACTOR

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____