

# Maintenance and Repair Work Order

**FOR PROJECTS LESS THAN \$10,000 - NOT TO BE USED FOR ROOFING WORK**

**Customer Name:**

DATE: \_\_\_\_\_

**Address:**

**Vendor Name:**

**Vendor Tax ID Number:**

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

### Description of Work:

Labor and Material Breakdown			
Quantity	Description	Unit Price	Line Total
		Subtotal	
		Total	

Customer Signature

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Date \_\_\_\_\_

Vendor Signature

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Date

**Work Order Subject To All Terms And Conditions On Reverse Side**

## TERMS AND CONDITIONS

1. **STATUS** - Vendor listed on front (hereinafter "INDEPENDENT CONTRACTOR"), agrees to perform the Work listed on front in exchange for payment by Customer of the Total. INDEPENDENT CONTRACTOR is exclusively responsible for the means, manner, and method of the Work; remains exclusively responsible for all safety issues regarding the work contracted for, including but not limited to the work site and training and supervision of employees; and agrees that Customer shall have no right to control the Work except as specifically set forth herein and otherwise to start or stop the Work. INDEPENDENT CONTRACTOR will comply with all applicable laws in performing the Work, including those concerning workplace safety.
2. **SAFE ENVIRONMENT** - INDEPENDENT CONTRACTOR shall help ensure a Safe Environment is maintained at Customer's facility (the "Premises") at all times. If a complaint or concern is raised regarding one of INDEPENDENT CONTRACTOR'S employees, agents, volunteers, or subcontractors, INDEPENDENT CONTRACTOR shall fully and unconditionally cooperate with all investigations of the matter to include reporting of the matter to Texas Child Protective Services and/or as otherwise required by law. **Neither INDEPENDENT CONTRACTOR nor any agent or employee of INDEPENDENT CONTRACTOR will have unsupervised contact with any minor child or vulnerable adult on the Premises, and shall be escorted at all times by a cleared employee of Customer.**
3. **INSURANCE** - INDEPENDENT CONTRACTOR shall maintain such insurance as will protect SCHOOL/PARISH/ENTITY from claims under worker's compensation acts and from any other claims for damages relating to property damage or personal injury, including death, which may arise from operations contemplated under this WORK ORDER, whether such operations are performed or required by INDEPENDENT CONTRACTOR or anyone directly or indirectly employed by INDEPENDENT CONTRACTOR. Before INDEPENDENT CONTRACTOR begins the Work, INDEPENDENT CONTRACTOR shall provide a Certificate of Insurance, evidencing coverage in amounts as follows: **Workers' Compensation** (Statutory Limits covering all employees); **Commercial General Liability** (including Contractual liability, Products and Completed Operation, with the following limits: \$1,000,000 per occurrence and Products-Comp/Operations Aggregate - \$1,000,000); **Business Auto Liability**. INDEPENDENT CONTRACTOR'S insurance policies shall include The Roman Catholic Diocese of Dallas (The "Diocese") and Customer as "Additional Insured". Customer may not waive these requirements without approval from the Office of Risk Management.
4. **INDEMNIFICATION** – INDEPENDENT CONTRACTOR covenants and agrees to **FULLY INDEMNIFY and HOLD HARMLESS**, Customer and its employees, officers, directors, volunteers, and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon Customer directly or indirectly arising out of, resulting from or related to INDEPENDENT CONTRACTOR'S Work or other activities under this Work Order, including any acts or omissions of INDEPENDENT CONTRACTOR or any agent, officer, director, representative, employee, consultant or subcontractor of INDEPENDENT CONTRACTOR while in the exercise or performance of any rights or duties under this WORK ORDER, except to the extent caused by the negligence, fault, or breach of law or statute by Customer or its agents or employees, or any third party under the control or supervision of Customer except INDEPENDENT CONTRACTOR or its agents, employees, or subcontractor. **IN THE EVENT INDEPENDENT CONTRACTOR AND CUSTOMER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY CHARITABLE IMMUNITY AVAILABLE TO CUSTOMER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
5. In the event the terms of this WORK ORDER conflict with any other agreement between INDEPENDENT CONTRACTOR and Customer, the terms of this WORK ORDER shall control to the extent of the conflict.
6. This Work Order amends, replaces, and deletes any term of any other agreement between Customer and INDEPENDENT CONTRACTOR relating to the Work which purports to limit INDEPENDENT CONTRACTOR'S liability to Customer or purports to require Customer to indemnify INDEPENDENT CONTRACTOR.
7. INDEPENDENT CONTRACTOR represents and warrants that it will pay in full all materials suppliers before beginning the Work and will not engage any subcontractor or otherwise assign any portion of this Work Order without Customer's express written consent. This Work Order may not be altered or amended, and no increase in the Total shall be allowed, except in writing signed by Customer and INDEPENDENT CONTRACTOR.