

Addendum

This Addendum ("Addendum") is entered into by and between _____ and _____

This Addendum is fully incorporated herein by reference to the _____ entered into between the parties in or about _____, and sets forth the additional agreements of the parties.

1. Independent Contractor Relationship. It is expressly understood and agreed that, in the performance of activities contemplated by this Agreement, the Company and its employees and agents will at all times act as an independent contractor of _____, and not as employees or agents of _____. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture association, or other affiliation or like relationship between parties. Neither party shall have the right to obligate or bind the other in any manner whatsoever with respect to any third party, and nothing herein contained shall give or is intended to give any right to a third party. In no event will either party be liable for the debts or obligations of the other party.

2. Insurance. Company shall maintain adequate levels of insurance to cover Company and its employees, agents and subcontractors for any and all claims or injuries of any nature that could arise out of or relate to Company's performance of its responsibilities under this Agreement. Company shall name _____ and the University of San Diego as additional insureds on those policies. The insurer shall have a minimum A.M. Best's rating of A, VII and be admitted in California. Company shall provide _____ with proof of the required insurance coverage prior to commencing its responsibilities under this Agreement. The current required types and amounts of insurance are as follows: (a) Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence; (b) Workers Compensation coverage in an amount no less than the minimum amounts required by applicable law; and (c) Commercial Auto Liability coverage with a limit of at least \$5,000,000 combined single limit for all owned, non-owned and hired vehicles.

3. Indemnification. Company shall be solely responsible for any and all claims, damages and injuries caused by Company or Company's employees, agents or subcontractors arising out of or relating to this Agreement. Company agrees to defend, indemnify and hold _____ and the University of San Diego, and its and their employees and agents harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including without limitation attorneys' fees, arising out of or in any way related to the performance by Company of its responsibilities under this Agreement or the alleged negligence or willful misconduct of Company or its employees, agents or subcontractors.

4. Entire Agreement. The parties declare and represent that no promise, inducement or agreement not herein expressed has been made to them and that the original Agreement, together with this Addendum, contain the full and entire agreement between and among the parties relating to the subject matter herein. In the event of a conflict or ambiguity between this Addendum and the written agreement provided by _____ that is signed by _____, the terms of this Addendum shall govern.

5. Authority. By signing below, the representative from each party represents that he/she is duly authorized to sign the Addendum on behalf of _____ and _____.

By:

By:

Date:

Date: