

INTERPRETING SERVICES AGREEMENT

This **Interpreting Services Agreement** (“**Agreement**”) is entered by and between **Alaska Interpreting Alliance, Inc.**, an Alaskan Corporation with an address of P.O. Box 2088, Palmer, AK 99645, by and through its representative, Kathleen M. Bodolay, President/Owner (phone number, 907-982-2751, and email, aiaincalaska@gmail.com) (“**Contractor**”) and “**Client**” as specified below:


 **Client/Company** _____

Address _____

Representative Name _____

Phone Number _____

Email Address _____

1. **Service:** Contractor shall provide interpreting services as an independent contractor for Client based on specific assignments as specified on Attachment A (“**services**”). Attachment A and this Agreement shall comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, whether written or oral. In the event of any conflict between the terms of this Agreement or the terms of Attachment A, then this Agreement shall govern, unless Attachment A states that the terms of Attachment A shall control. The terms of this Agreement and Attachment A prevail over any of Client’s general terms, conditions, and ordinary practices. Providing services to Client does not constitute acceptance of any of Client’s terms, conditions, and ordinary practices and does not serve to modify or amend this Agreement.
2. **Term and Assignments:** The term of this Agreement shall be from  _____ to _____ (“**Term**”). Attachment A shall be filled out by Client and provided to Contractor. Contractor then has five (5) days to respond to the request in writing, either accepting the assignment or rejecting the assignment in its sole discretion.
3. **Client Obligations:**
 - a. Payment of Fees and Late Payment—Client agrees to pay Contractor for its services based on the Fee Schedule herein. Contractor shall send weekly invoices

to Client for the services. Client shall pay the invoice upon receipt of the invoice. A ten percent (10%) late fee shall be assessed if payment is not received by Contractor within thirty (30) days of sending the invoice to Client. The late fee shall repeat and be compound for each thirty (30) days of continued non-payment. All late payments further incur monthly interest at the maximum legal rate. If payment is not received within thirty (30) days of Contractor sending the invoice to Client, then Contractor, in its sole discretion, may cancel this Agreement and suspend all performance of services. If Contractor hires counsel to assist in collecting payments past due hereunder, then Client shall pay all costs and reasonable attorneys' fees incurred in collecting the amounts owed, regardless of whether litigation is filed. Payments made with a credit card or debit card are subject to an additional convenience fee of three percent (3%). Contractor, from time to time, may change the accepted form of payments or the place where payments will be accepted by providing notice of the same to Client.

- a. Cooperation—Client shall cooperate with Contractor in all matters related to the services and provide access to Client's premises and such other accommodations and other facilities as may reasonably be requested by Contractor for the purposes of performing the services. Client shall respond promptly to Contractor's requests to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Contractor to perform services in accordance with this Agreement and Attachment A.
- b. Comply with All Applicable Laws—Client shall obtain and maintain all necessary licenses, permits, and consents and comply with all applicable laws and regulations in relation to the services before the date on which the services are to start and throughout the term of this Agreement.

4.Fee Schedule: Contractor's fees for services are determined by venue. On-site interpreting is billed at a 2-hour minimum and travel time may apply. Video remote interpreting (VRI) services are billed at a 1-hour minimum and 15-minute increments after the first hour.

General services (employment, entertainment, academic, political, religious, corporate, training, etc.)

Technical services (conventions, accounting, intermediate and advanced training, engineering, etc.)

Medical/Mental Health services (doctor, dentist, hospital, day treatment, psychometric testing, etc.)

Legal services (court, attorney, police station, jail, probation, etc.)

Video Remote Interpreting services

Additional Fees and Taxes—

- Services performed outside typical business hours (before 8AM or after 5PM on Mondays through Fridays), on weekends (any time on Saturdays or Sundays), or on federal holidays shall incur an additional fee.

- Services performed with less than twenty-four (24) hours' prior notice or on an emergency basis shall incur an additional fee.
 - The time Contractor spends traveling via automobile shall not be charged at Contractor's typical rate but shall be charged at \$45.00/hour plus the then-existing federal mileage rate. Travel time is only charged if Contractor must travel more than fifteen (15) miles to provide services. If the service requires travel by air, the need for overnight housing, out-of-pocket expenses, or parking fees, then those actual costs shall be reimbursed by Client within thirty (30) days of Contractor providing an invoice for the same.
 - Client shall be responsible for all sales, use, excise, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.
- 5. Client's Acts or Omissions:** If Contractor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, then Contractor shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client related to such prevention or delay directly or indirectly. Client's prevention or delay shall be deemed a breach of this Agreement by Client and Contractor shall be entitled to payment for its services had those services been performed notwithstanding Client's prevention or delay in addition to other remedies Contractor has in law or in equity.
- 6. Intellectual Property and Confidentiality:** Contractor shall be entitled to injunctive relief in addition to other remedies available under the law or in equity for any violation of this Section.
- a. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work products, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of Contractor in the course of performing the services, including any items identified in Attachment A, shall be owned by Contractor.
 - b. All non-public, confidential, or proprietary information of Contractor, including but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**") disclosed by Contractor to Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the services and this Agreement (including this Agreement itself) is confidential, and shall not be disclosed or copied by Client without the prior written consent of Contractor.

Confidential Information does not include information that is in the public domain, known to Client at the time of disclosure, or rightfully obtained by Client on a non-confidential basis from a third party.

7. Representation and Warranty:

Contractor represents and warrants to Client that it shall perform the services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally accepted industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

8. Disclaimer of Warranties: Except for the warranty set forth in Section 9(a), Contractor makes no warranty whatsoever with respect to the services whether expressed or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

 **Client's Initials**

9. Limitation of Liability:

a. In no event shall Contractor be liable to Client or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether Contractor has been advised of the possibility of such damages.

 **Client's Initials**

b. In no event shall Contractor's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed two (2) times the aggregate amounts paid or payable to Contractor pursuant to this Agreement.

 **Client's Initials**

c. The limitation of liability set forth in Section 11(a)-(b) shall not apply to liability resulting from Contractor's gross negligence or willful misconduct or the death or bodily injury resulting from Contractor's negligent acts or omissions.

 **Client's Initials**

10. Insurance: Client shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability with financially sound and reputable insurers. Client shall provide Contractor with ten (10) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Contractor's insurers and Contractor.

11. Miscellaneous Provisions:

a. Waiver—No waiver of any provision of this Agreement is effective unless explicitly set forth in writing as a waiver and is signed by the party so waiving. No failure to exercise or delay in exercising any rights, remedies, powers, or privileges arising from this Agreement operates or may be construed as a waiver thereof. No single or partial

exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege whether similar.

- b. Relationship of the Parties—The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- c. No Third-Party Beneficiaries—This Agreement is for the sole benefit of the parties hereto.
- d. Assignment—Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party; any attempt to do so shall be null and void and shall not relieve the assigning party of any of its obligations hereunder.
- e. Non-Exclusivity—Contractor retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.
- f. Governing Law—All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Alaska.
- g. Voluntary Agreement—The terms and conditions of this Agreement were jointly negotiated by the parties. In the event of any ambiguity or controversy, the Agreement will not be construed against either party as the draftsman. Each party had ample opportunity to consult with counsel and has independently determined to proceed with this Agreement with or without counsel.
- h. Severability—If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.
- i. Survival—Provisions which by their nature should apply beyond the Term of this Agreement shall remain in force after the termination or expiration of this Agreement, including, but not limited to, the following provisions: Payment of Fees and Late Payments (Section 3(a)), Intellectual Property and Confidentiality (Section 6), and Insurance (Section 10).
- j. Amendment and Modification—This Agreement may only be amended or modified in a writing that specifically states that it amends this Agreement and is signed by an authorized representative of each party.
- k. Authority to Sign—The persons signing this Agreement on behalf of any entity represents and warrants that they have full authority to execute this Agreement and any attachments thereto on behalf of their respective entity or entities.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date indicated below.

Alaska Interpreting Alliance, Inc.

Kathleen M. Bodolay, President

Date


 **Client Signature**


Printed Name

Position

Date

ATTACHMENT A

 Company Name

Representative/POC

POC email and phone

Location

Start Date

End Date

Interpreting Rates

 Assignment Type (Select all that apply.)

<input type="checkbox"/>	General: employment, entertainment, academic, political, religious, corporate, training, etc.
<input type="checkbox"/>	Technical: conventions, accounting, intermediate and advanced training, engineering, etc.
<input type="checkbox"/>	Medical or Mental Health: doctor, dentist, hospital, day treatment, psychometric testing, etc.
<input type="checkbox"/>	Legal: court, attorney, police station, jail, probation, etc.

Special Arrangements

IN WITNESS WHEREOF, this Attachment A has been executed by each of the individual parties hereto on the date indicated below.

Alaska Interpreting Alliance, Inc.

Kathleen M. Bodolay, President

Date

 **Client Signature**

Printed Name

Position

Date