

CUSTOMER AGREEMENT FOR INTERPRETER SERVICES

This Customer Agreement For Interpreter Services (this “**Agreement**”) is made this _____ (the “**Effective Date**”) by and between Chicago Hearing Society, a division of the Lester and Rosalie Anixter Center (“**CHS**”), and _____ (“**Customer**”).

WHEREAS, CHS is a not-for-profit agency serving deaf, hard of hearing and hearing people;

WHEREAS, CHS, as an organization, works to affirm the basic human rights of these populations and CHS provides, among other programs and services, referral for interpreting services; and

WHEREAS, Customer desires to contract with CHS for certain interpreter services on an as-needed basis upon the terms and conditions detailed herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Covered Services.

Pursuant to this Agreement, Customer shall be able to request and CHS shall provide, in accordance with the terms herein, In-person Interpreter Services, CART Services, and Video Remote Interpreting (collectively, “**Services**”).

In-person Interpreter Services. This service is provided by an Interpreter who arrives at a location specified by the Customer to perform in-person interpreting services (“**In-person Interpreter Services**”).

CART Services. This service is computer-aided real-time translation provided in-person or remotely by a writer/captioner or a subcontractor of CHS (“**CART**”).

Video Remote Interpreting. This service is provided through the internet, on equipment owned by the Customer, by an Interpreter or a subcontractor of CHS (“**VRI**”).

II. Source of Services/Subcontracting.

Services shall be performed by CHS staff interpreters or private practice (freelance) sign language interpreters who work as independent contractors for CHS (“**Interpreters**”); provided, however, some VRI and CART may be performed by persons employed by or contracting with third-party service providers.

III. Duration of Agreement. The term of this Agreement shall begin on the Effective Date and shall automatically renew every year (the “**Term**”), unless either party provides written notice of termination thirty (30) days prior to any anniversary of the Effective Date. The foregoing notwithstanding, this Agreement shall be terminable by either party upon thirty (30) days prior written notice.

IV. Pricing.

a. Rates. In-person Interpreter Services and CART are billed at a two (2) hour minimum. The current rates for In-person Interpreter Services are attached hereto as Exhibit A for new customers or can be requested. CHS shall provide Customer with a rate schedule for CART upon request. CHS shall have the right to change rates in its sole discretion; provided that Customer may request confirmation of current rates prior to submitting any Assignment Request (as hereinafter defined).

VRI is billed on a per-minute basis. CHS shall provide Customer with a rate schedule for VRI upon request. CHS shall have the right to change VRI rates in its sole discretion; provided that Customer may request confirmation of current VRI rates prior to submitting any Assignment Request (as hereinafter defined).

b. Overtime. Interpreter availability to stay beyond the contracted Assignment length (“**Overtime**”) is subject to the Interpreter’s schedule and is not guaranteed. Overtime for Assignments that exceed the contracted time are billed in half hour increments in the following manner: 0 - 9 minutes over, no additional charge; 10 - 30 minutes over, charged for the next half hour; 31 - 60 minutes over, charged for an additional half hour; 61 - 90 minutes over, charged for an additional half hour; and so on.

V. Assignment Requests.

a. Assignment Request Procedure. To request Services, Customer shall contact CHS by phone, VP, email, fax or mail as stated in the table below and provide the following information:

- i. the date, time and location of the requested Services;
- ii. the name of the individual who is deaf or hard of hearing who will use the requested Services (“**Consumer**”); and mode of communication used if known.
- iii. for In-person Interpreting Services and CART, an on-site contact person who will be available at the time the requested Service is to be performed;
- iv. phone numbers and email address for the person placing the request;
- v. if not already on file with CHS, Customer shall complete the Credit Account Registration Form attached hereto as Exhibit B; and
- vi. any other information Customer or CHS believes is necessary to complete the Assignment (“**Assignment Request**”).

Assignment Request Contact Information	
Phone	Voice: 773-248-9121, ext 311, 312 Toll Free 866-251-0220 VP 773-904-0154
Email	chsinterp@anixter.org
Fax	Fax: 773-442-0619

Mail	1444 West Willow St, Chicago, IL 60642
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The Services specified in the Assignment Request shall be the “**Assignment.**” The date and time of the Assignment Request shall be when all required information specified above has been received by CHS.

b. Cancellation Policy. To be effective and to avoid incurring charges, Customer shall notify CHS of a cancellation of a Requested Assignment no less than two (2) full business days in advance of the Assignment date and time and cancellations must be received by CHS during business hours only. Cancellations made with less than two (2) business days’ notice will be ineffective and Customer shall pay CHS for the Assignment in full. Any cancellation request made by Customer during non-business hours shall not be considered received until the next Business Day.

For the avoidance of doubt, if an Assignment is scheduled for 8:30 a.m. on a Monday, in order to avoid being charged in full for the scheduled Assignment, CHS must receive the cancellation request no later than 4:30 p.m. (close of business) on the preceding Wednesday. In the event of any on site modifications such as Consumer no-shows or the Assignment finishing earlier than specified in the Assignment Request, Customer shall remain liable for charges for the scheduled Assignment as specified in the Assignment Request.

Assignment Requests made with less than two (2) business days (48hrs) notice are billable at the time of request.

c. Short Notice/Emergency Assignment Requests.

- i. In the event Customer makes an Assignment Request with less than two (2) business days’ notice, in addition to being charged the regular rate for Services, Customer shall be charged and shall pay a short notice/emergency fee of \$50.00 per Interpreter (“**Short Notice Fee**”).
- ii. In the event Customer makes an Assignment Request with less than one (1) business day notice, in addition to the Short Notice Fee, Customer shall also be charged and shall pay for the Interpreter(s) travel time to and from the Assignment. Such travel time is billed at the Interpreter’s regular interpreting rate and is billed in thirty (30) minute increments (“**Travel Fee**”) up to 3 hours of travel. CHS shall use reasonable efforts to schedule Interpreters so as to mitigate such travel fees.
- iii. In the event CHS anticipates a Short Notice Fee, a Travel Fee, or any additional charges for the Assignment, CHS shall use reasonable efforts to notify Customer of any such reasonably anticipated fees prior to the Assignment.

d. No Guaranty of Services. Upon receipt of the Assignment Request, CHS shall use reasonable efforts to secure an Interpreter to fulfill the Assignment. The foregoing notwithstanding, Customer is hereby advised and acknowledges that there is a substantial shortage of interpreters (nation-wide), which may result in CHS’s inability to provide an Interpreter for Assignment Requests.

Once CHS secures an Interpreter for the Assignment, the Assignment Request shall be **“Confirmed”** and CHS shall use reasonable efforts to contact Customer by using the contact information provided in the Assignment Request to provide notification that an Interpreter has been secured. Customer may specify in the Assignment Request that confirmation of the Assignment is requested by a specified date, and CHS will use reasonable efforts to notify Customer by that date whether the Assignment is Confirmed. The Customer will not be charged for any unfilled Assignment Request.

VI. Quality Control

The number of Interpreters needed for an Assignment shall be determined by CHS in its sole discretion considering such factors as length, nature, subject matter, number of Consumers and their particular communication needs, and any other factor that would affect the interpretive outcome of the Assignment. Customer hereby acknowledges and agrees that Assignments lasting longer than two (2) hours or Assignments that involve complex subject matter (e.g., board meetings; college courses; theater performances; or multi-day courses or seminars) generally require two (2) Interpreters.

In the event that there is not a second Interpreter available for a two-interpreter Assignment, CHS will ask the Interpreter if he/she would be willing to work the Assignment alone, provided that Customer shall make all reasonable on site accommodations specified by CHS including, but not limited to, increased break frequency and length. When one Interpreter works a two-Interpreter Assignment, billing will be at time and a half to induce the Interpreter to accept the Assignment and to compensate the Interpreter for the additional work (nearly double) done for that Assignment.

Customer hereby acknowledges and agrees that some Assignments require additional Interpreter coordinating and/or consultation on and/or off site and that CHS may, in its sole discretion, charge Customer an additional or miscellaneous fee for such Assignments (**“Additional Fee”**). For example, an Additional Fee may be charged to Customer for Assignments related to conferences, multiple day events (e.g., college courses), out-of-area, theater performances, preparation, rehearsal, mileage, parking or transportation. CHS shall use reasonable efforts to notify Customer of any reasonably anticipated Additional Fee prior to the Assignment.

VII. Accounting and Recordkeeping

CHS reserves the right to request full or partial payment prior to any Assignment.

Invoices are due within thirty (30) days of the invoice date. In the event of nonpayment, CHS may (1) submit the Customer’s unpaid balance to a collection agency and charge Customer a collection fee, which shall not exceed 25% of the unpaid balance referred to the collection agency and/or (2) charge Customer all reasonable attorney’s fees and court costs related to CHS’s pursuit of payment of the unpaid balance.

Customers who are health care providers shall be responsible for issuing payment to CHS directly, whether or not the Assignment is covered by the Consumer’s insurance.

VIII. Indemnification.

Customer shall protect, indemnify and save harmless CHS and Interpreter from and against all liabilities, obligations, claims, damages (other than special, exemplary, punitive or consequential damages), judgments, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses) and actions or proceedings asserted against CHS and/or Interpreter arising from or in connection with the occurrence or existence of any of the following during the Term hereof (1) any failure on the part of Customer to perform or comply with any of the terms of this Agreement; (2) any breach of the representations or warranties of Customer contained in this Agreement; and (3) any gross negligence, willful misconduct or fraud of Customer or its agents, employees or contractors.

CHS shall protect, indemnify and save harmless Customer from and against all liabilities, obligations, claims, damages (other than special, exemplary, punitive or consequential damages), judgments, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses) and actions or proceedings asserted against CHS arising from or in connection with the occurrence or existence of any of the following during the Term hereof (1) any failure on the part of CHS to perform or comply with any of the terms of this Agreement; (2) any breach of the representations or warranties of CHS contained in this Agreement; and (3) any gross negligence, willful misconduct.

IX. Insurance.

During the term of this Agreement, Customer, shall maintain, and upon CHS's request deliver proof of, comprehensive general liability insurance with limits of not less than [One Million and No/100 Dollars (\$1,000,000.00)].

X. Warranties and Representations.

CHS hereby represents and warrants to Customer as follows:

1. CHS is a division of the Lester and Rosalie Anixter Center ("**Anixter Center**"), which is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and Anixter Center has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated herein;
2. This Agreement has been duly authorized, executed and delivered by CHS and is a valid and binding contract;
3. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will violate, conflict with or result in a breach of or constitute a default under (a) any provision of Anixter Center's bylaws or articles of incorporation, (b) any judgment, order, decree, rule or regulation of any court or governmental agency to which Anixter Center is subject or (c) any applicable laws or regulations; and

4. No notice to or consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third party is required to be made or obtained by CHS in connection with the execution and delivery of this Agreement or the consummation by CHS of the transactions contemplated herein.

Customer hereby represents and warrants to CHS as follows:

1. Customer is a [_____] duly organized, validly existing and in good standing under the laws of the State of [_____] and has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated herein;
2. This Agreement has been duly authorized, executed and delivered by Customer and is a valid and binding contract;
3. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will violate, conflict with or result in a breach of or constitute a default under (a) any provision of Customer's [bylaws or articles of incorporation], (b) any judgment, order, decree, rule or regulation of any court or governmental agency to which Customer is subject or (c) any applicable laws or regulations; and
4. No notice to or consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third party is required to be made or obtained by Customer in connection with the execution and delivery of this Agreement or the consummation by Customer of the transactions contemplated herein.

XI. Termination.

This Agreement is terminable by CHS or Customer upon thirty (30) days prior written notice ("**Early Termination**") to the other party.

Upon the Early Termination or expiration of the Term (1) Customer shall remain liable for all Services performed and all Confirmed Assignment Requests received by CHS prior to such Early Termination; and (2) the indemnification provisions in Article IX of this Agreement shall survive the Early Termination or expiration of the Term, as applicable, for the longer of one (1) year after termination or the maximum allowed by law.

XII. Miscellaneous.

1. Successors and Assigns; No Third Party Beneficiaries. The stipulations, terms, covenants and agreements contained in this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns (including any successor entity after a public offering of stock, merger, consolidation, purchase or other similar transaction involving a party hereto) and nothing herein expressed or implied shall give or be construed to give to any person or entity, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

2. Assignment. This Agreement may not be assigned by any party hereto without the consent of the other parties hereto, except to an entity under the control of, controlling or under common control with the assigning party, provided that in each case, the assigning party will continue to remain primarily liable under this Agreement.
3. Entire Agreement. This Agreement, along with the exhibits hereto (but specifically excluding any other correspondence between any of the parties hereto or any of their affiliates), contains all of the terms agreed upon between the parties hereto with respect to the subject matter hereof, and all understandings and agreements heretofore had or made among the parties hereto are merged in this Agreement which alone fully and completely expresses the agreement of the parties hereto.
4. Terms and Conditions. These terms and conditions are subject to change by CHS upon written notice to Customer.
5. No Waiver. No waiver by either party of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
6. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the state of Illinois.
7. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
8. Section Headings. The headings of the various sections of this Agreement have been inserted only for purposes of convenience, are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.
9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

CHICAGO HEARING SOCIETY, A DIVISION OF THE LESTER AND ROSALIE ANIXTER CENTER **[CUSTOMER FULL NAME]**

Signed:_____

Signed:_____

Name:_____

Name:_____

Title:_____

Title:_____

Exhibit A

**In-Person Interpreting Fee Schedule
[see attached]**

Exhibit B
CREDIT ACCOUNT REGISTRATION FORM

[see attached]