## INSERT COMPANY LOGO HERE

# **Letter of Agreement**

This agreement dated **YYYY-MMM-DD** is made By and Between

#### **COMPANY NAME**

Mailing Address – Line 1
Mailing Address – Line 2

ATTN: Company Contact, Position
Email Address
Phone Number

(hereinafter referred to as "Company")

-and-

### **ASL/ENGLISH INTERPRETER NAME**

Mailing Address – Line 1
Mailing Address – Line 2

ATTN: Interpreter Name, Position
Email Address
Phone Number

(hereinafter referred to as "ASL/English Interpreter")

WHEREAS the Company wishes to engage the ASL/English Interpreter to provide communication access for all hearing and Deaf participants through interpretation (into American Sign Language and English) to support the activities that take place at the Box Office and Front of House area at the theatre, during the run of co-production of the play *TITLE OF PLAY*.

TITLE OF PLAY by Playwright's Name (hereinafter called the "Play")

#### IT IS HEREBY AGREED AS FOLLOWS:

- 1. **Services.** The Company hereby employs the ASL/English Interpreter to provide and perform a competent and qualified interpretation for Deaf Patrons in need of assistance at the Box Office and in the Front of House area of the theatre. The ASL/English Interpreter will support (Enter Theatre Name)'s staff (FOH Managers, Ushers, ticket sellers, Box Office Representatives, Food and Beverage Staff), and may be required to answer questions pertain directions, seating, show information, and other related inquiries. The ASL/English Interpreter will assist in a customer service issues that may arise. The ASL/English Interpreter will be briefed by the Front of House Manager upon arrival for each shift, in order to be equipped to answer questions that pertain to the particular events of the performance. The ASL/English Interpreter will work alongside a student volunteer Interpreter and agrees to support them as required in this setting. The ASL/English Interpreter agrees to report to the Front of House Manager in the event that they are unclear of the theatre's policies and procedures.
- 2. **Schedule**. This agreement will begin **YYYY-MMM-DD** and will end **YYYY-MMM-DD**.

Below is the agreed upon schedule for the preview period and performance run (with other programming including pre and post show outreach activities):

### **THE PLAY - INTERPRETER SCHEDULE**

Date	Times		Hours	Activity	Other Programming	Interpreter 1 (Perf)
DD-MMM-YYYY (DDD)	XXam to XXpm	XXpm to XXpm	#	Input Activity Here	If Applicable	Input Name Here

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DD-MMM-YYYY (DDD) XXam to XXpm XXpm to XXpm # Input Activity Here If Applicable Input Name Here

Additionally, both parties will endeavor to ensure that proper breaks are scheduled for the ASL/English Interpreter throughout the preview and performance days.

Both parties acknowledge that the ASL/English Interpreter is unavailable to attend performances on (if applicable):

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YYYY-MMM-DD – Start Time | End Time
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It is the company's responsibility to find a replacement ASL/English Interpreter to step in for the above noted rehearsal dates.

- 3. **Place Where Services Will Be Rendered.** The ASL/English Interpreter will perform most services in accordance with this contract at Enter Location Here (Enter Address of Location).
- 4. **Payment to ASL Interpreter**. The ASL/English Interpreter will be paid a total fee of **\$XXX.XX** (plus HST if applicable) for work performed in accordance with this agreement. This fee is based on an hourly rate of **\$XX.XX** for the hours worked during the **show run**, and includes all travel and preparation expenses. The company agrees to provide payment in three equal instalments according to the following payment schedule:

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Installment #1 Upon Signing $XXX.XX (Plus HST if applicable)
Installment #2 DD-MMM-YYYY (DDD) $XXX.XX (Plus HST if applicable)
Installment #3 DD-MMM-YYYY (DDD) $XXX.XX (Plus HST if applicable)
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- 8. **Independent Contractor**. The ASL/English Interpreter will act as an independent contractor in the performance of the duties under this contract. Accordingly, the ASL/English Interpreter shall be responsible for payment of all taxes including Federal, Provincial and local taxes arising out of the ASL/English Interpreter's activities in accordance with this contract, including by way of illustration but not limitation, Federal and Provincial income tax, CPP tax, Employment Insurance taxes, and any other taxes or business license fee as required.
- 9. **Cancelation Policy.** Both parties will provide sufficient notice in the event of cancelation of services or the Play. The Company agrees to provide a minimum of 2 weeks' notice to the ASL/English Interpreter in the event of cancellation in order to have the second and third fee installments dismissed. If this notice is not provided, the Company is liable for paying the fee installments in full. The ASL/English Interpreter will provide as much notice as possible in the event of cancellation, and if possible, will collaborate with the Company to find a replacement ASL/English Interpreter, should insufficient notice for replacement be provided.
- 10. **Confidentiality**. As a member of AVLIC (Association of Visual Language Interpreters of Canada), the ASL/English Interpreter agrees to follow the AVLIC Code of Ethics, which includes the maintaining of strict confidentiality with regards to any information shared or received during this contract. The ASL/English Interpreter agrees that any information received by the ASL/English Interpreter during any furtherance of the ASL/English Interpreter's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Company will be treated by the ASL/English Interpreter in full confidence and will not be revealed to any other persons, firms or organizations. The Company understands that the terms of this

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contract are applicable only to this particular agreement, and will keep the conditions of this contract confidential.

The ASL/English Interpreter agrees that any information received by the ASL/English Interpreter during any furtherance of the ASL/English Interpreter's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the patron will be treated by the ASL/English Interpreter in full confidence and will not be revealed to any other persons, firms or organizations.

11. The ASL/English Interpreter will indemnify and hold harmless the Company and its directors, officers, and employees from and against any and all liability, claims, demands, damages, losses and expenses, including but not limited to reasonable attorneys' fees, incurred by the Company resulting from negligent acts, errors, omissions or willful misconduct by the ASL/English Interpreter or the ASL/English Interpreter's employees or personnel.

By the same token, the Company will indemnify and hold harmless the ASL/English Interpreter and it directors, officers, and employees from and against any and all liability, claims, demands, damages, losses and expenses, including but not limited to reasonable attorneys' fees, incurred by the ASL/English Interpreter's resulting from negligent acts, errors, omissions or willful misconduct by the Company or the Company's employees or personnel.

**Signatures**. Both the company and the consultant agree to the above contract.

COMPANY	ASL/ENGLISH IN I ERPRETER
Signature First Name Last Name, Position	Signature First Name Last Name, ASL/English FOH & BO Interpreter
Date	Date
	HST Number (if applicable) SIN Number

COMBANIA