

# 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 “Deaf Interpreter - Performance”)*

WHEREAS the Company wishes to engage the Deaf Interpreter - Performance to provide communication access for all hearing and Deaf audiences through American Sign Language, during the remainder of the rehearsal period, tech and run of co-production of the play called **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 Deaf Interpreter to provide and perform a competent and qualified interpretation for the role of **(character name)**, for select scheduled rehearsals and performances of the Play. The Deaf Interpreter will attend all necessary meetings and rehearsals to learn and memorize the material and provide interpretation services to facilitate the communication for the character of **(character name)**. The artistic vision for the performance is to have the Deaf Interpreter provide a combination of shadow interpretation for the role of **(character name)** as well as interpretation standing off to the side of the stage. The Director will provide artistic direction during the scheduled rehearsals regarding these decisions. The Deaf Interpreter will be available to consult with the staff and employees, ASL/English Interpreters, and the Deaf actors of the Company concerning matters relating to the interpretation process, performance, communication and access needs.
2. **Schedule.** This agreement will begin **YYYY-MMM-DD** and will end **YYYY-MMM-DD**.

Additionally, both parties will endeavor to ensure that proper breaks are scheduled for the Deaf Interpreter throughout the rehearsal days.

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

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

3. **Place Where Services Will Be Rendered.** The Deaf Interpreter will perform most services in accordance with this contract at **Enter Location Here (Enter Address of Location)**. Other locations for offsite meetings/consultation/preparation may occasionally be required.
4. **Payment to Deaf Interpreter.** The Deaf 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 **rehearsal period** and **show run**, and includes all travel and preparation expenses. **It also includes other outreach events such as press interviews and audience engaged talkbacks which may be scheduled throughout these hours.** The company agrees to provide payment in **three** equal instalments according to the following payment schedule:
- |                |                          |   |
|----------------|--------------------------|---|
| Installment #1 | Upon Signing             | \$ <b>XXX.XX</b> (Plus HST if applicable) |
| Installment #2 | <b>DD-MMM-YYYY (DDD)</b> | \$ <b>XXX.XX</b> (Plus HST if applicable) |
| Installment #3 | <b>DD-MMM-YYYY (DDD)</b> | \$ <b>XXX.XX</b> (Plus HST if applicable) |
8. **Independent Contractor.** The Deaf Interpreter will act as an independent contractor in the performance of the duties under this contract. Accordingly, the Deaf Interpreter shall be responsible for payment of all taxes including Federal, Provincial and local taxes arising out of the Deaf 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. **Cancellation Policy.** Both parties will provide sufficient notice in the event of cancellation of services or the Play. The Company agrees to provide a minimum of **2 weeks' notice** to the Deaf 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 Deaf 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 Deaf Interpreter, should insufficient notice for replacement be provided.
10. **Confidentiality.** As a member of AVLIC (Association of Visual Language Interpreters of Canada), the Deaf 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 Deaf Interpreter agrees that any information received by the Deaf Interpreter during any furtherance of the Deaf Interpreter's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Company will be treated by the Deaf Interpreter in full confidence and will not be revealed to any other persons, firms or organizations. The Company understands that the terms of this contract are applicable only to this particular agreement, and will keep the conditions of this contract confidential.
11. The Deaf 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 Deaf Interpreter or the Deaf Interpreter's employees or personnel.

## INSERT COMPANY LOGO HERE

By the same token, the Company will indemnify and hold harmless the Deaf Interpreter 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 Deaf 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

DEAF INTERPRETER

\_\_\_\_\_  
*Signature*

*First Name Last Name, Position*

\_\_\_\_\_  
*Signature*

*First Name Last Name, Deaf Interpreter*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*HST Number (if applicable)*

\_\_\_\_\_  
*SIN Number*