



pacificinterpreters™

We understand.

Interpreting Services Agreement

Pacific Interpreters, Inc. ("Pacific Interpreters") and **Bulitt County Board of Education** and all of its affiliates (collectively, "Customer") agree that the terms and conditions of this Agreement will apply to telephone interpreting services ("Interpreting Services") provided by Pacific Interpreters to Customer. Each affiliate of Customer may use the Interpreting Services by completing and submitting to Pacific Interpreters a new Attachment B (attached hereto). By filling out Attachment B each affiliate will be provided its own Access Code and will be billed separately; however at all times, each affiliate shall abide by the terms and conditions of this Agreement and be bound by same.

Term of Agreement. This Agreement shall become effective upon signing by both parties and will continue in effect until terminated (see **Termination** Clause below). However, Interpreting Services will not be available until Customer is assigned an Access Code by Pacific Interpreters. During the term of the Agreement, Pacific Interpreters shall make reasonable efforts to provide the Interpreting Services to Customer at such time and date as the parties agree.

Use of Service. 1. Customer represents that Interpreting Services will be used for its own internal purposes and not for resale. 2. The following uses of Interpreting Services are prohibited: the transmission of any message or other material which constitutes an infringement of any copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephones to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation. 3. Customer will defend, indemnify and hold harmless Pacific Interpreters and its directors, shareholders, employees, affiliates, agents and other representatives from and against any and all liabilities, claims, damages, costs, expenses (including reasonable attorneys' fees) resulting from or arising out of any use of Interpreting Services in any manner prohibited in this Agreement.

Privacy of Communication. In providing Interpreting Services, Pacific Interpreters shall make all commercially reasonable efforts to ensure the privacy of Customer's communications. Under applicable law, Pacific Interpreters may be obligated to reveal communications which evidence or constitute criminal activity.

Unauthorized Use of Service. Customer agrees to safeguard its Access Code against use by unauthorized persons. Customer shall be solely and fully responsible for charges resulting from use of its Access Code, whether or not such use is authorized.

Limited Warranty. Pacific Interpreters warrants to Customer that the Interpreting Services will be provided by qualified personnel in a professional manner. The limited warranty set forth in this Agreement is in lieu of all other warranties of Pacific Interpreters with respect to the interpreting services, and Pacific Interpreters disclaims all other warranties with respect to the interpreting services, express or implied, including (without limitation) the implied warranties of merchantability and fitness for a particular purpose.

Limitation of Liability. Customer acknowledges and agrees that Pacific Interpreters' liability to Customer, whether in contract, in tort, under any warranty, in negligence or otherwise, will not exceed the amount paid by Customer to Pacific Interpreters for those specific interpreting services, and under no circumstances will Pacific Interpreters be liable to Customer for any incidental, special, indirect, punitive, or consequential damages. The price charged for the interpreting services is a consideration in limiting Pacific Interpreters' liability. No action, regardless of form, arising out of this Agreement may be brought by Customer more than one year after the cause of action has occurred.

Force Majeure. Neither Pacific Interpreters nor its affiliates shall be liable in any way for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond Pacific Interpreters' reasonable control, including, but not limited to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, product or transportation facilities, fuel or energy shortages, acts or omissions of communication carriers (including, without limitation, local exchange companies), or any other cause beyond Pacific Interpreters' reasonable control, whether or not similar to the foregoing.

Notices. All notices required or permitted to be given to the other party under this Agreement shall be given in writing and either (1) delivered in person, or (2) addressed and deposited in the United States or Canadian mail, postage prepaid. Notices mailed to Pacific Interpreters shall be sent 14180 Dallas Parkway, Suite 800, Dallas, Texas 75254, or to such other address as Pacific Interpreters may specify by giving written notice as provided in this section. Notices mailed to Customer shall be sent to the address shown for the "Main Contact Name" in Attachment B, or to such other address as Customer may specify by giving written notice as provided in this section. Notice shall be deemed given upon delivery, or five (5) days after mailing (if mailed), whichever is earlier.

Assignment. Neither the Agreement nor any rights or duties hereunder may be assigned or delegated by Customer or by Pacific Interpreters (other than as provided below) without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Any assignment or delegation in violation of this section shall be void. Notwithstanding the foregoing, Pacific Interpreters reserves the right to assign this Agreement, or any rights or duties under this Agreement, to any affiliated company of Pacific Interpreters, and also reserves the right to assign its right to payment without limitation. This agreement will be binding upon the parties and their respective heirs, personal representatives, successors and assigns and will inure to their benefit.

Termination. (1) Either party may terminate this Agreement by giving thirty (30) days written notice. Customer shall be responsible for charges for all Interpreting Services rendered prior to the effective date of the termination. (2) Pacific Interpreters may terminate this Agreement if Customer fails to pay any charge when due or fails to perform or observe any other material term or condition of this Agreement and such failure continues for more than ten (10) days after receipt of written notice of such failure from Pacific Interpreters, or if Customer becomes insolvent or generally fails to pay its debts as they mature. Upon any termination of this Agreement, Customer shall be responsible for charges for all Interpreting Services rendered prior to the effective date of the termination.

Charges, Invoices and Payments. Customer agrees to pay all properly invoiced charges for Interpreting Services within thirty (30) days of the invoice receipt date. Invoices will be sent to the Customer billing address shown in Attachment B, or to such other address as Customer may specify. Charges for Interpreter Services as of the effective date of this Agreement are **\$1.45** per minute. Pacific Interpreters shall give Customer thirty (30) days advance written notice of any change in such rates.

Late Fees and Charges. Any outstanding balances past due over thirty (30) days will incur a late charge of \$10.00. Additionally, interest on the unpaid balance will be computed at 18% per annum.

Supplement, Modification or Waiver. Other than as specifically authorized by the terms of this Agreement, any supplement, modification or waiver of any provision of this Agreement shall be in writing and signed by authorized representatives of both parties.

Waiver and Failure to Exercise Rights. The waiver by either party of any breach of this Agreement shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of either party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of the party's right to exercise the same or different rights in other instances.

Survival of Obligations. The obligations of the parties under this Agreement which by their nature would continue beyond the termination or cancellation of this Agreement shall survive such termination or cancellation.

No Third Party Beneficiaries. Neither this Agreement nor the provision of Interpreter Services shall be construed to create any duty or obligation on the part of Pacific Interpreters to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Interpreter Services are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Pacific Interpreters and its affiliates.

Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, if such provision is an essential element of the Agreement, the parties shall promptly negotiate a replacement.

Remedies and Choice of Law. Except as otherwise provided in this Agreement, the parties will have any and all rights and remedies available to them under the laws of the State of Oregon. All rights and remedies will be cumulative and may be exercised singularly or concurrently. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Oregon.

Binding Arbitration. In the event of dispute or any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The venue for any dispute shall be in Portland, Oregon.

Attorney's Fees. In the event of litigation arising out of, or in any way related to any term set forth in this Agreement, including (without limitation) any proceeding brought under the United States Bankruptcy Code, the prevailing party will be entitled to recover from the losing party, in addition to any other relief awarded, its reasonable attorney's fees, costs and expenses incurred at arbitration, at trial, on appeal and on petition for review.

Venue. Unless otherwise agreed to by the parties in writing, any controversy or claim arising out of or relating to this Agreement, including (without limitation), the making, performance, or interpretation of this Agreement, will be litigated in courts having sites in Portland, Oregon. Customer consents and submits to the jurisdiction of any local, state or Federal court located in Portland, Oregon, and waives any defense Customer may have as to improper venue, or that any such court is an inconvenient forum.

Incorporation of Attachment. Attachment B (Client Profile Information Form) is incorporated herein.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

Complete and Final Agreement. This Agreement (which includes the Interpreting Services Agreement, the additional terms and conditions and Attachment B) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous negotiations, understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

Pacific Interpreters:

Customer:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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We understand.

Client Profile Information Form Attachment B

Main Contact			
Organization	Bullitt County Board of Education		
Contact Name	Ashley Waddell	Title	Special Education Bookkeeper
Telephone #	(502) 869-8000	Department	Special Education
Pager/Cell #		Email	Ashley.waddell@bullitt.kyschools.us
Fax #	(502) 869-8149	Website	www.bullittschools.org
Address	1040 Highway 44 East		
City	Snepherasville	State	KY
		Zip	40165

Alternate Contact			
Contact Name		Title	
Telephone		Email	

Billing Contact				x Same as Main Contact	
Contact Name		Title			
Telephone #		Department			
Fax #		Email			
Address					
City		State		Zip	

Blanket PO #		Receive Bills As An:	<input type="checkbox"/> Email:
Tax ID #			<input type="checkbox"/> Hard Copy