

PROFESSIONAL SERVICES AGREEMENT
(Independent Contractor)

This Professional Services Contract Agreement, dated this ____ day of _____, 20____, between THE LANGUAGE EXCHANGE, INC. {herein referred to as "TLE"}, P.O. Box 750, Burlington, WA; and _____, {herein referred to as "Provider"} (address) _____, City of _____, State of Washington.

RECITALS

- 1) TLE is in the business of providing interpretative and translation services (and/or referrals thereof) to a broad-based clientele and, in the conduct of such business, desires to retain the linguistic skills of the Provider.
- 2) Provider agrees to offer his/her linguistic skills and agrees to perform services for TLE under the terms and conditions set forth in this Agreement at locations designated by clients of TLE.
- 3) The parties to this agreement acknowledge that the Provider is a independent professional and intend that the Provider's relationship with the TLE created by this agreement is that of an Independent Contractor, as opposed to an employer-employee relationship; therefore, Provider shall perform this agreement as an Independent Contractor and nothing herein shall be construed to be inconsistent with this relationship or status.
- 4) This agreement is intended to be non-exclusive. It is, therefore, understood that TLE does not agree to use the Provider exclusively, and that the Provider is free to contract for similar services with clients other than those of TLE.

I.
SERVICES PROVIDED BY TLE

TLE agrees to provide the following services to Provider:

- A. Locating interpreting and translating work for the Provider;
- B. Billing and collecting of fees on behalf of the Provider and payment to the Provider of same;
- C. Advertising of services of Provider to potential clients through mailings, directories, personal contracts and public relations;
- D. Supplying Provider with an annual statement (IRS Form1099) of his/her earnings if over \$600.00, or a pay statement upon request. Said statement is furnished to promote Provider's proper and timely payment of all applicable State and Federal taxes required as a result of services performs by Provider to clients of TLE pursuant to this agreement.

II.
DESCRIPTION OF SERVICES AND DUTIES OF PROVIDER

Upon referral and acceptance of assignment, Provider shall perform the following language and related services:

Verbal interpretation or translation in the following languages and dialects:

Provider shall exercise independent control over the performance of the above-described services, but shall adhere to general standards established by the Washington State Interpreter Code of Ethics (as necessary to insure results acceptable to TLE clients), completing all assignments in a professional manner. If unavailable, for a particular assignment, Provider agrees to give reasonable prior notice to TLE so that TLE may reassign the work.

Provider also agrees to the following:

- A. To provide competent and accurate interpretation and translation in a timely manner and meet deadlines established by TLE clients. Provider has the right and duty to refuse to undertake any project that he/she believes to be beyond his/her capacity to interpret or translate.
- B. In the case of written translations, Provider will correct any translation errors on his/her own time and at his/her own expense. Provider is solely responsible for accuracy and is liable for any damages resulting from his/her errors or omissions. Provider agrees to indemnify and hold TLE harmless from any liability for damages resulting from his/her errors or omissions.
- C. Provider is free to perform interpreting and/or translating services through other agencies and for other parties. Provider will bill only TLE for assignments accepted from TLE.
- D. Provider shall keep TLE informed of his/her current telephone numbers and mailing addresses at all times; as well as certification status in certifiable languages; and shall immediately provide TLE with his/her Tax ID number (EIN, or UBI numbers.)
- E. Provider shall be responsible for obtaining any licenses, permits and/or independent insurance required or necessary for his/her own performance of interpreting or translating services contemplated under this agreement.
- F. Provider, as an independent, self-employed contractor, shall be responsible for complying with applicable State and Federal regulations and laws governing the filing and payment of taxes and/or normally paid by employers and businesses. Provider agrees to strictly adhere to Section IV below regarding "TAXES" and shall immediately provide TLE with his/her own Tax ID Number (Social Security, EIN, or UBI.)

III.
COMPENSATION

As compensation for performance hereunder, TLE shall pay Provider as follows:

Rate of pay shall be determined by the following criteria including, but not limited to: client, language, certification needs, location, mileage, and travel time. Dependent on these factors, TLE shall pay an hourly rate for services performed to the satisfaction of TLE and its clients. TLE and the Provider shall determine the applicable hourly rate prior to acceptance of assignments.

Time Payment: Subject to reasonable delays, payment shall be made within thirty-ninety (30-90) days after satisfactory performance is complete and services have been billed by TLE.

Other/Additional Provisions: From time to time, Provider and TLE may enter into special written agreements for payment of fee on particular interpreting or translating projects. Such arrangements shall be for the duration of said projects only. Unless expressly modified by said special written agreements, the provisions of this agreement shall remain in full force and effect with regard to all other assignments.

IV.
TAXES.

Pursuant to Provider's status as an independent contractor under this agreement, TLE is not required to withhold State or Federal income tax, nor is TLE required to pay unemployment and/or Labor and Industry related taxes on behalf of Provider. TLE is, however, required to supply the Provider and the IRS with the form #1099, stating Provider's annual earnings in excess of \$600.00.

Provider is, therefore, personally responsible for reporting his/her income and offsetting expenses in connection with this agreement. Provider's responsibility shall specifically include:

- A. Obtaining a unified business identifier number (UBI) and establishing such accounts as required by State law for the payment of all State taxes normally paid by employers and businesses; AND
- B. Payment of any and all applicable State or Federal taxes in connection with provider's performance as an independent contractor under this Agreement, including the maintenance of independent records and schedules of income and expenses for that purpose.

V.
CONFIDENTIALITY

Insofar as Provider will acquire or have access to information which is of a highly confidential nature, client identity and information communicated during performance of services shall not be disclosed without prior written consent of TLE and the client for which the services were performed.

In witness whereof, the parties hereto have executed this Agreement this ____ day of _____,
20____.

THE LANGUAGE EXCHANGE, INC.

by _____

its _____

Provider/Interpreter Signature

Provider/Interpreter Name (print)

Address

City

Telephone Numbers

Pager/Cellular Telephone Number(s)

Business Tax/ID # (UBI)