

Douglas Dunn

dba: Word Wizards

Sign-Language Interpreting Services — Terms and Conditions

The following Terms and Conditions apply for all sign-language interpreting services provided by Douglas Dunn, dba: Word Wizards (unless any such condition is specifically waived in writing):

1. Standard rates are as follows (Monday through Friday, from 7:00 a.m. to 5:00 p.m. within San Diego County): Services will be billed at a rate of \$52.00 per hour in minimum increments of .5 hours or any portion thereof, with a minimum of two hours.
2. Additional charges (if applicable):
 - a. Other rates and/or rate schedules may apply for specialty situations, including (but not limited to) situations of unusual technical requirements and/or to conform with other applicable contracts). All applicable differentials will apply (i.e., evening hours on a weekend would include additional charges for both evenings and weekends).
 - b. Evening surcharge of 10% of the base rate (differential of \$5.20/hour) will apply for any portion of work from 5:00 p.m. to 11:00 p.m.
 - c. Graveyard surcharge of 20% of the base rate (differential of \$10.40/hour) will apply for any portion of work from 11:00 p.m. to 7:00 a.m.
 - d. Weekend surcharge of 10% of the base rate (differential of \$5.20/hour) will apply for work done on Saturdays or Sundays and also subject to the graveyard rate during graveyard hours.
 - e. Travel expense: for jobs located more than 25 miles from the city limits of Escondido, California (via route of nearest reasonable automobile roadway), mileage charge of 40¢ per mile (round trip) may be assessed (with advance notification to client) for mileage in excess of 20 miles.
 - f. Travel expense: for jobs located outside San Diego or Orange counties, California, specific predetermined costs of transportation and lodging may be required, with advance notification to and agreement of client.
3. Early Pay Discounts and Late Payment Charges:
 - a. Early Pay discount of \$10.00 or 10% of the interpreting fee, whichever is less, may be deducted if payment is made (and received by Douglas Dunn, dba: Word Wizards) within five days of completion of the assignment.
 - b. Late fee of \$5.00 plus 1.5% of the open balance will be charged 30 days after the assignment is completed and each additional 30 days thereafter.
 - c. And disputes under these terms and conditions will be deemed to be within the jurisdiction of the San Diego County judicial district, for courts applicable in North San Diego County headquartered at Vista, California.
4. Other conditions:
 - a. Jobs of two hours or more duration (or in situations of highly technical subject matter) may require that team interpreting be arranged, depending on the nature of the assignment.
 - b. If no targeted consumer(s) show up for the event covered by the interpreting assignment such that there is not the combination of both Deaf and hearing consumers whose interaction would require interpreting services, the interpreter will wait a reasonable time and then shall leave. For

assignments of one hour scheduled duration or less, twenty minutes shall be considered a reasonable time; for assignments more than one hour scheduled duration up to three hours hours scheduled duration, thirty minutes shall be considered a reasonable time; for assignments of more than three hours scheduled duration, forty minutes shall be considered a reasonable time. Information provided by a credible, responsible managing participant indicating knowledge that the Deaf and/or hearing consumer has indicated intent not to show up (such as relaying a message, etc.), shall be considered notice that the consumer will not show up and the interpreter shall be permitted to leave. If the interpreter leaves because no person showed up requiring services, it will be considered a cancellation with less than 24 hours notice, and payment of the entire scheduled service fee will be due, as well as reimbursement of any contractually-accepted expenses actually incurred (such as travel, mileage, etc., if included in the agreement).

- c. While it is common for clients requesting (and paying for) services to arrange and/or receive reimbursement from other funding sources, this arrangement is solely between Douglas Dunn dba: Word Wizards and the Client, and compliance with these terms and conditions is NOT contingent nor conditional upon payments or any other action/omission of any outside party unless specifically accepted by Douglas Dunn in writing.

5. Cancellation

- a. Either party may cancel this assignment without penalty if notice is given to (and received by) the other party on or before 48 hours before the start of the assignment.
- b. If cancellation of the assignment is made by client between 24 and 48 hours before the start of the assignment, half the amount of the interpreting fee will be due and payable.
- c. If cancellation of the assignment is made by client less than 24 hours before the start of the assignment, the entire interpreting fee will be due and payable, though expenses (such as for travel, mileage, etc., if included in the agreement), if not actually incurred, will not be due.
- d. If cancellation of the assignment is made by interpreter between 24 and 48 hours before the start of the assignment, interpreter shall be liable for actual damages incurred by client if an acceptable substitute interpreter cannot be obtained, up to half the amount of the interpreting fee.
- e. If cancellation of the assignment is made by interpreter less than 24 before the start of the assignment, interpreter shall be liable for actual damages incurred by client if an acceptable substitute interpreter cannot be obtained, up to (but not more than) the entire amount of the interpreting fee.
- f. In determining 24-hour or 48-hour cancellation periods, hours on Saturdays, Sundays or the holiday observances of New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and the day after Thanksgiving), Christmas Day, and New Year's Eve, will NOT be included.

Description of initial assignment (additional assignments may be accepted orally or by phone/fax and, unless revised terms/conditions are accepted in writing, these terms and conditions shall apply to all such future assignments):

Accepted by:

_____ Date: _____
Client

_____ Date: _____
Douglas Dunn, dba: Word Wizards