



TRANSLATION SERVICES AGREEMENT

This Services Agreement ("Agreement") is made on the _____ day of _____ in the year of 20__ (the "Effective Date") between _____ ("Client"), of _____

_____ (address) and _____ ("Translator"), a limited liability company located at 9374 State Route 14, #1045, Streetsboro, OH 44241.

The Client and Translator are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

The Parties agree as follows:

Client wishes to engage the Translator as an independent contractor for the purpose of translating verbal language or interpretation or written text for the following _____

_____ (the "Services"). The fee quoted by the Translator is _____. The scheduled date in person Services will be performed, or the date the written translated text will be delivered to Client will be on _____.

1. Translator Services and Duties.

- (a) Translator must perform the translation or interpretation services for the project described above (collectively referred to as the "Services").
- (b) Translator warrants to perform the Services in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices.
- (c) Translator will supply all equipment and supplies required to

perform the Services under this Agreement, unless agreed to otherwise by the Parties..

- (d) Translation Services consist of verbal language translation/interpretation or written/text language translation. The layout and formatting of written translation will be the sole responsibility of the Client. Services for written translation will consist of language translation only. Formatting and layout remain the sole responsibility of the Client.

2. Fees and Expenses.

- (a) **Fees and Payment.** In consideration for performing the Services specified in this Agreement, Client must pay 40% of the cost quoted above for Services at least 5 business days before the work begins, or upon signing this Agreement. The remaining 60% of the unpaid balance of the cost quoted above for Services are due at time of delivery Services. If Services are required in person, the 60% balance will be due on the day the Services are scheduled, prior to the commencement of the Services. Payment by cash, credit card, check, money order, bank check, or any other payment method agreed upon by the Parties will be accepted for payments. Translator reserves the right to charge a penalty of up to 10% of the remaining balance due to late paying Clients. Translator may, at its option, and without further notice, withhold further Services until all fees and expenses have been paid in full.
- (b) **Response Time.** Client is expected to respond to questions regarding translation of text to aid the translator in carrying out the Services within 24 hours. Translator reserves the right to terminate the Agreement with Clients who repeatedly fail to respond in a timely manner, and Client may be refused future Services.
- (c) **Collection Costs.** If Translator incurs any costs, including but not limited to reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Client must reimburse Translator for all such costs.

3. Late Policy. When Services are required in person, client must arrive promptly at the location where the Services will be performed. Translator reserves the right to refuse Services or future Services to clients who are late for scheduled in person Services, or who do not show up for scheduled in person Services. **For such cases, Client**

acknowledges that Translator may retain a portion of or the full 40% payment.

_____ (Client's Initials)

4. Cancellation and Refund Policy.

- (a) Either Party may terminate this Agreement at any time by providing written notice to the non-terminating Party.
- (b) If Client terminates this Agreement no later than one week from the effective date of this Agreement for written text Services, and 48 hours prior to **in** person Services, then Translator will fully refund Client's advance payment, less any fees, costs, or reasonable expenses incurred to Translator during this period in anticipation of providing Services.
- (c) Translator works **in** advance to prepare for the Services to meet the specific demands of each project. Accordingly, **if Client terminates this Agreement after the timeframe stated in (b) of this section, then Translator may keep all Fees paid to Translator as liquidated damages.**
- (d) In the unlikely event that Translator terminates without cause or fails to comply with the terms of this Agreement due to illness, accident, pandemic, unforeseeable equipment failure, war, or acts of God, or other such causes, Translator shall refund the Client all Fees.

5. Limitation of Liability. In no event shall Translator be liable under this Agreement to the Client for any incidental, consequential, indirect, statutory, special, exemplary or punitive damages, regardless of whether such liability is based on breach of contract, tort, negligence, strict liability or otherwise, and even if advised of the possibility of such damages or such damages could have been reasonably foreseen.

6. No Warranties. Seller makes no warranties, whether expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

7. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Ohio, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in state court located in Ohio, Summit County. Both Parties hereby

submit to the exclusive jurisdiction and venue of any such court.

8. Severability. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

9. Headings; Construction. The headings appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain.

10. Survival of Terms. Notwithstanding any termination of this Agreement, the obligations of Sections 4, and 5, continue and survive in full force and effect.

11. Waiver. A Party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement is not a waiver. Any single or partial exercise of any right, power, or privilege does not preclude any other or further exercise of such right, power, or privilege.

12. Entire Agreement; Modification. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by the Parties.

In witness whereof, the Parties hereto have executed this Services Agreement on the date set forth below.

CLIENT

By: _____

Name:

Date:

TRANSLATOR

By: _____
Name:
Date:

Ndimi LLC 9374 State Route 14, #1045, Streetsboro, OH 44241
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