

Contract**International Business Center – Language Services**

July 24, 2018

TO: Informa Exhibitions
303-998-9320**FROM:** Sarah Rowan
Salud Translation Services
1330 23rd Street
Bellingham, WA 98225
360-383-7002**Waste Expo 2018 – Las Vegas, NV May 6-8, 2019****Staffed Interpreters:**

	Monday May 6 7:30am-5:00pm Spanish (Sarah Rowan) and other language assistance	Tuesday May 7 7:30am-6:15pm Spanish Portuguese Arabic Japanese Russian Chinese	Wednesday May 8 7:30am-6:15pm Spanish Portuguese Arabic Japanese Russian Chinese
Daily hours:	9.5	64.5	64.5

Cost of Services:

138.50 hours @ \$47/hour:	\$6,510.00
Management fee:	<u>\$3,400.00</u>
Total Cost:	\$9,910.00 + travel*

* Travel includes: Airfare (\$600 cap or to be authorized by show), hotel (to be reserved by show), \$75 per diem. *Receipts to be submitted within 10 days post show.*

Payment: 50% deposit due at least one month before event to reserve interpreters. Remaining balance due by last day of show.

The parties hereby agree as follows:

1. Contractor Relationship. Contractor hereby agrees to perform the services set forth in “Contract” attached hereto and made a part hereof (the “Services”). Contractor shall not provide Services in excess of the Services listed in “Contract” except by written agreement in the form of a change order signed by the parties.
2. Independent Contractor Status. Contractor is an independent contractor and not an employee.
 - (a) No Authority to Bind Company. Neither Contractor, nor any partner, agent or employee of Contractor, has authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.
 - (b) No Benefits. Contractor acknowledges and agrees that Contractor (or Contractor’s employees, if Contractor is an entity) will not be eligible for any Company employee benefits and, to the extent Contractor (or Contractor’s employees, if Contractor is an entity) otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its employees) hereby expressly declines to participate in such Company employee benefits.

(c) Withholding; Indemnification. Contractor shall have full responsibility for applicable withholding taxes for all compensation paid to Contractor, its partners, agents or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and Contractor's partners, agents and employees, including state worker's compensation insurance coverage requirements and any US immigration visa requirements. Contractor agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to Contractor or Contractor's partners, agents or its employees.

3. Providing Services to Others. Company understands and is aware that Contractor is free to perform services to other businesses and to actively seek such engagements while performing the services set forth in the Agreement .

4. Confidentiality. Contractor agrees to keep confidential all information, inventions, and material concerning the Services and Materials as well as any other Company information, trade secrets, and material Contractor may come into possession ("Confidential Information"). Contractor shall not disclose any Confidential Information, directly or indirectly, to any third party. Upon termination of this Agreement, Contractor agrees to promptly deliver to Company all documents, materials, notes, samples, prototypes, and other tangible items in possession or control that contain, relate to, or are connected in any way with Confidential Information. Contractor agrees to indemnify and hold Company harmless against any liabilities, losses, damages, costs, or expenses, including attorney's fees, arising from any claim, action or proceeding based upon or in any way related to any breach or alleged breach of this Paragraph. In the event of Contractor's breach or alleged breach of this Paragraph, Company shall have all legal and equitable remedies available to it, including but not limited to, injunctive relief.

5. Amendments/Waivers. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach. No waiver of any breach shall be effective unless contained in a writing executed by both parties. Any term of this Agreement may be amended or waived only with the written consent of the parties.

6. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

7. Sole Agreement. This letter, including schedules, exhibits, or appendices, if any, attached hereto constitutes the entire agreement between the parties and supersedes any prior contemporaneous agreements or understandings, oral or written, with respect to the subject matter covered herein.

8. Advice of council. Each party acknowledges that, in executing this agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this agreement. This agreement shall not be construed against any party by reason of the drafting or preparation hereof.

Informa Exhibitions

Date

Sarah P. Rowan

Date

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