

TRANSLATION AND INTERPRETATION SERVICES AFFIDAVIT

Client(s) _____

Provider _____

Provider has agreed to provide translation (written) and interpretation (spoken) language communication services (the “Services”) to Client in connection with one or more real estate transactions that Client may enter into (the “Transactions”). _____ (“Agent”), a real estate licensee associated with _____ (“Brokerage”), represents Client in connection with the Transactions, and in that capacity Agent acts on behalf of Client as permitted under the terms of the agreement between Agent and Client. Agent, Brokerage, escrow agents, lender representatives, and others engaged in facilitating the Transactions (the “Indemnified Parties”), wish to rely on Provider’s performance of the Services. Provider is willing to covenant, represent, and warrant the statements in this Translation and Interpretation Services Affidavit (this “Affidavit”) to the Indemnified Parties.

Provider makes the following covenants, representations, and warranties:

(a) **Recitals.** The statements above are true and correct;

(b) **Qualifications.** Provider is 18 years of age or older and is able to communicate verbally and in writing in English and (*insert name of language*) _____, a language spoken by Client, at a level sufficient to enable Client to understand all aspects of a Transaction;

(c) **Scope of Services.** Provider understands that the Services may include discussions of terms, assisting with filling out contracts and disclosures, explaining the contents of contracts, reports, and other documents, communicating with real estate agents, mortgage brokers, escrow officers, inspectors, contractors, and others involved in the Transactions (“Third Parties”), and other activities as requested by Client;

(d) **Accuracy of Services.** Provider will accurately translate and interpret the verbal and written communications between Client and all Third Parties involved in the Transactions, as reasonably necessary to enable Client to understand, enter into, and close one or more Transactions;

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(e) **Explanations.** Provider will immediately seek an explanation from Agent if Provider does not understand any part of any communication, document, or other item that Provider has been asked to translate or interpret for Client, and if Provider is unable to adequately explain any provision or concept that arises during the Transactions, Provider will recommend to the Client that they obtain competent professional advice;

(f) **Cooperation With Indemnified Parties.** Provider will cooperate fully with the efforts of Agent to achieve Client's real estate goals;

(g) **Confidentiality.** Provider will not reveal to any person, other than Agent and others as directed by Client, any confidential information Provider receives. As used in this Affidavit, "confidential information" means information communicated to Provider by Client regarding a Transaction, including but not limited to price, terms, financial qualifications, or motivation to buy or sell. "Confidential information" does not mean information that

- (i) Client instructs the agent to disclose to Third Parties, or
- (ii) Provider knows or should know failure to disclose would constitute fraudulent representation;

(h) **Reliance and Indemnity.** Client and the Indemnified Parties are entitled to rely on the accuracy and sufficiency of Provider's delivery of the Services, and Provider will indemnify Client and the Indemnified Parties against any cost, loss, or damage resulting from the inaccuracy of any representation or warranty in this Affidavit;

(i) **Independent Contractor.** Provider is an independent contractor of Client, and this Affidavit does not create an employment or other type of relationship between Provider and Client or any of the Indemnified Parties;

(j) **Translation of This Affidavit.** Provider has accurately translated this Affidavit for Client; and

(k) **Other.** *(describe)* _____

Provider _____ Date _____ a.m. p.m. ←
Print Name _____

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