

**TRANSLATION AND INTERPRETATION SERVICES AFFIDAVIT**

1 Client(s) \_\_\_\_\_  
2 Translator \_\_\_\_\_

3 The Translator named above has agreed with the Client(s) named above to provide translation (written) and interpretation (spoken) language  
4 communication services (the "Services") to Client in connection with one or more real estate transactions that Client may enter into (the  
5 "Transactions"). \_\_\_\_\_ ("Agent"), a real estate licensee associated with \_\_\_\_\_  
6 \_\_\_\_\_ ("Brokerage"), represents Client in connection with the Transactions, and in that capacity Agent acts on behalf of  
7 Client as permitted under the terms of the agreement between Agent and Client. Agent, Brokerage, escrow agents, lender representatives and others  
8 engaged in facilitating the Transactions (the "Indemnified Parties"), wish to rely on Translator's performance of the Services. Translator is willing to  
9 covenant, represent and warrant the statements in this Translation and Interpretation Services Affidavit (this "Affidavit") to the Indemnified Parties.

10 Translator makes the following covenants, representations and warranties:

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

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

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

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

21 (e) **Explanations.** Translator will immediately seek an explanation from Agent if Translator does not understand any part of any communication,  
22 document, or other item that Translator has been asked to translate or interpret for Client;

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

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

28 (i) Client instructs the agent to disclose to a Third Party, or

29 (ii) Translator knows or should know failure to disclose would constitute fraudulent representation;

30 (h) **Reliance and Indemnity.** Translator understands that Agent does not speak the Client's language identified above, and agrees that Client  
31 and the Indemnified Parties are entitled to rely on the accuracy and sufficiency of Translator's delivery of the Services, and Translator will  
32 indemnify Client and the Indemnified Parties against any cost, loss, or damage resulting from the inaccuracy of any representation or warranty  
33 in this Affidavit;

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

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

37 (k) **Other.** (*describe*) \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_

41 Translator \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←