

TERMS & CONDITIONS FOR CLIENTS 2026

Definitions

1. Business Hours: Caption First business hours are 7:00am to 5:00pm CT (USA-Chicago)
2. Large Event: Any event that meets one or more of the following criteria:
 - a. An event lasting three or more days and has an average of five or more hours of service per day
 - b. An event requiring an onsite service provider and overnight lodging
 - c. An event with three or more simultaneous sessions
 - d. Graduations or similar ceremonies
3. Extended Hours
 - a. Onsite Realtime Captioner: More than six hours of captioning or more than 10 hours onsite in a day
 - b. Onsite Captioning Technician: More than 11 hours onsite in a day
 - c. Onsite Live Audio Descriptor: More than six hours of describing or more than 10 hours onsite in a day
4. Preparatory Information (Prep): Any information that is of aid to Caption First service providers in providing high-quality services. Preparation materials include, but are not limited to: outlines, scripts, schedules, PowerPoint presentations, notes, a list of unique terminology, event URL, and/or an electronic version of the program book. These materials are only used for preparation and are destroyed or erased immediately following the event. Please provide at least two days before an event.
5. On-Demand: Services which are scheduled for a block of time but where the performance of the actual service is expected to happen intermittently.
6. Emergency: The emergency surcharge is applicable to events that are so urgent (like natural disasters or matters of great public concern) that, if necessary, a captioner would be taken from an existing assignment to provide services for the emergency event.

Realtime Services: Minimums & Cancellation Deadlines

1. Remote CART and non-television captioning events are charged for a minimum of one hour.
2. Remote television captioning events are charged for a minimum of 30 minutes.
3. Remote CART events scheduled for less than one hour are charged a 15% surcharge and are billable for a minimum of 45 minutes. The reduced minimum option is not available under the following conditions:
 - a. Events scheduled with next or same business day notice
 - b. Large events
 - c. When off-hours, weekend, or holiday surcharge is applicable

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- d. Enhanced Security events
- e. Clients who do not qualify for at least a 10% volume or 10% loyalty discount
- f. Clients under a contract that does not include reduced minimum pricing

4. Minimum times for onsite CART and captioning events:

- a. Four hours when services are provided by a local captioner, billed in half-hour increments thereafter
- b. Two days when services are provided by a non-local captioner, billed in half-day increments thereafter

5. On-Demand remote services are scheduled for a minimum of two hours.

6. The cancellation deadline is the amount of time you have before the scheduled start of an event to cancel services without incurring charges.

7. The cancellation deadline is one full business day for a single remote event scheduled for less than four hours.

8. The cancellation deadline is five business days for any of the following events:

- a. Remote events of four hours or longer
- b. Multiple-session events
- c. Hourly rate onsite events
- d. Events requiring a caption encoder rental or Falcon service

9. The cancellation deadline is ten business days for any of the following events:

- a. Day rate onsite events
- b. Any non-English events

10. The cost for a chargeable cancelled event is the original scheduled time less a 15% discount. (Discount not applicable to contract rates.)

11. The time associated with a cancellation notice is based on when the notice is received by Caption First and not on when it was sent.

12. Billable times for remote services may include breaks of 30 minutes or less and/or pre-session connection times.

13. Onsite services are billable from start to finish, including any breaks.

14. All remote events are scheduled to start and end on a quarter-hour. Onsite events are scheduled to start and end on a half-hour.

15. Cancellations made within 2 hours of the initial request are not chargeable.

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Post-Production Services: Minimums & Cancellation Deadlines

1. Post-production requests of similar service and delivery time have a minimum of 15 minutes per file or group of files delivered on the same day.
2. Post-production requests must be cancelled within one hour of sending the audio file to avoid late cancellation charges.
3. The time associated with a cancellation notice is based on when the notice is received by Caption First and not on when it was sent.

Realtime Services: Charges

1. A requirement to have captioners start or test more than 10 minutes before an event start time is billable.
2. The billing increment and grace period for remote events are 15 minutes and 3 minutes, respectively.
3. The billing increment and grace period for on-site events are 30 minutes and 6 minutes, respectively.
4. Realtime-related services will be charged when appropriate and in the same quantity as the related realtime service, including any connection time. These services may include (but are not limited to):
 - a. Transcripts (raw, finished, next-day delivery, or immediate delivery)
 - b. Machine Translation services
 - c. Interpretation services (extra connection time may be applicable)
5. Events ending earlier than the scheduled end time are billable for the scheduled time.
6. Any scheduled event in which any portion (except connection times) falls within the times designated as weekend, holiday, or off-hours is liable for the surcharge for the entire event.
7. Onsite services may incur travel expenses and/or a trip charge.
8. Invoices provided in hardcopy format may be charged a \$15 shipping and handling fee.
9. The minimum billable time for remote CART transcripts is one hour even if the remote CART service has a reduced minimum of 45 minutes.

Post-Production: Services & Turnaround Times

1. Additional fees may be charged for audio that is difficult to understand due to poor recording quality, multiple simultaneous voices, or other similar issues.
2. Weekend and holiday surcharges apply to services where the job requires any work on a weekend or holiday.

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3. All work completed or in progress prior to requested changes or upon receipt of changed media files is billable.
4. Standard Turnaround Times Chart

Service (English)	Turnaround Time	Uploaded By	Delivered By
Transcript	Standard	Anytime	3-5 business days
Transcript	Expedited	Prearranged Time	As soon as possible
Time Coding	Standard	Anytime	2-3 business days
Time Coding	Expedited	Prearranged Time	As soon as possible
Caption Placement	Standard	Anytime	1-2 business days
Caption Placement	Expedited	Prearranged Time	As soon as possible
Time-Coding Package	Standard	Anytime	5-8 business days
Time-Coding Package	Expedited	Prearranged Time	As soon as possible
Captioning Package	Standard	Anytime	6-10 business days
Captioning Package	Expedited	Prearranged Time	As soon as possible

Discounts

1. Available only on labor-related services such as CART, captioning, transcription, technical, and support services.
2. Discounts may be reduced, removed, or unavailable based on:
 - a. Poor payment history
 - b. Extended payment terms
 - i. 31 to 45 days: reduction of discounts by 5%
 - ii. 46 to 60 days: reduction of discounts by 10%
 - c. Payment methods that require additional costs or discounts
 - d. Client fees
 - e. Unusual or complex invoice submission requirements
 - f. Written agreements
 - g. Remote events scheduled with less than one business day notification
 - h. Non-standard service items
 - i. Onsite or large events with less than a ten-business-day notification
 - j. Graduations (5% maximum)
 - k. Or other similar factors
3. Discounts based on volume of sales are recalculated on a quarterly basis and are automatically applied to future services.
4. Two Percent (2%)
 - a. Available to returning large-event clients and applicable to coordinating fees.

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5. Five Percent (5%)
 - a. Available to all non-profit organizations, individuals, and educational institutions. This discount may be combined with other discounts.
 - b. Any client with total sales of \$20,000 in the last 6 months or \$30,000 in the last 12 months.
 - c. Any clients with annual sales of \$20,000 or more for each of the last three years.
6. Ten Percent (10%)
 - a. Any client with total sales of \$30,000 in the last 6 months or \$60,000 in the last 12 months.
 - b. Any client with annual sales of \$30,000 or more for each of the last three years.
7. Fifteen Percent (15%)
 - a. Any client with total sales of \$50,000 in the last 6 months or \$100,000 in the last 12 months.
 - b. Any client with annual sales of \$50,000 or more for each of the last three years.
8. Maximum allowable combined discount is 20%.
9. Client subcontractors are not eligible to receive the full discount provided to the client to whom they subcontract.

Surcharges

1. Surcharges are applicable for events during the following times:
 - a. Weekend (25%)
 - b. Holiday (50%)
 - c. Emergency (50%)
 - d. Off-Hours, 12:00am to 5:00am CT (10%)
2. Religious organizations are not liable for weekend surcharges.
3. The following holidays are subject to the holiday surcharge: New Year's Day, Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, U.S. Thanksgiving Day, and Christmas Day.
4. The following days are subject to the weekend surcharge: All Saturdays and Sundays, the day after Thanksgiving (Black Friday), Christmas Eve, and New Year's Eve.
5. An Enhanced Security (ES) surcharge (15%) is applicable whenever ES services are provided (as required by a contract or two or more of the following items: complex StreamText URL, event password, viewer login required, or ES-qualified captioner)

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Additional Charges and Payments

1. Standard payment terms are Net 30 days. Payment terms longer than 30 days may reduce eligibility for discounts.
2. Acceptable forms of payment for U.S. clients are check, electronic funds transfer and credit card (Visa, MasterCard and American Express only).
3. Acceptable forms of payment for non-U.S. clients are check, wire transfer, cash, credit card (Visa and MasterCard only), or PayPal. All payments must be made in U.S. dollars.
4. The use of credit cards, PayPal, or other fee-based payment methods may result in the loss of some or all discounts or the addition of fee-based charges.
5. All required payments, including deposits and final invoice payments, received past their indicated due dates are liable for late payment charges of 1.5% per month of any outstanding balance plus a 25% administrative fee if sent to an outside collection agency.
6. Invoices or payments which are rejected, returned, or disallowed due to insufficient funds, incorrect customer-provided information, or similar reasons are subject to a \$45 re-processing fee.
7. Caption First may require pre-payment of a portion or the entire estimated cost of services for a large event or new clients.
8. Payment terms in excess of 60 days are not accepted.
9. To avoid late payment charges or loss of discounts, all invoices must be paid by the due date listed on the invoice.
10. Additional services and expenses will be charged when appropriate. These services and expenses may include (but are not limited to):
 - a. Equipment rental (including shipping, handling, and/or delivery charges)
 - b. Travel expenses (including travel time, airfare, lodging, per diem, mileage, and parking)
 - c. Large Event coordinating services

Miscellaneous

1. Caption First reserves the right to change these terms and conditions after at least 21 days' notification of such changes. The latest version of this document may be obtained by contacting Caption First Accounting at 1-719-941-9557 or accounting@captionfirst.com.
2. Caption First and its subcontractors will take all reasonable measures to keep all client information private and secure.
3. By requesting and accepting services, clients of Caption First are assumed to have agreed to the terms and conditions as stated in this document.

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4. Regional differences in captioner availability and rates may require Caption First to charge rates that are higher than our standard rates and/or increase minimum required time for onsite services.
5. Services with an expedited delivery schedule must be arranged in advance.
6. High-Demand Areas (HDA) include the metropolitan area of New York City, Washington, D.C., Boston, Philadelphia, Seattle, San Francisco, Los Angeles, and other selected metropolitan areas.
7. The Customer is responsible for the safety of any equipment rented from Caption First. Any loss or damage to Caption First equipment is chargeable to the customer at the current replacement cost.
8. A trip charge, mileage, travel time, and/or parking expenses may apply for onsite events.
9. Indemnification: To the extent permitted by applicable law, but not to exceed \$50,000, Caption First and Client shall defend, indemnify and hold harmless each other, their affiliates, officers, directors, agents and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), which results from or arises out of negligent or willful acts or omissions of either party, its officers, agents and employees, in the performance of this Agreement.
10. Applicable Law: The laws of the State of Colorado and the United States of America apply to all services provided by Caption First and to all agreements between Clients and Caption First, unless stated otherwise in a separate agreement signed by both parties.
11. Compliance with Laws: Caption First employees and service providers endeavor at all times to comply with all known federal, state, and local laws.
12. Transcripts
 - a. Any transcript provided by Caption First is an accurate representation of what was written and/or displayed during the live event. Transcripts are not verbatim. When compared to an audio recording, there may be missed or changed words or phrases.
 - b. Raw transcripts, if provided, are intended for internal use only by Client. Caption First requests they not be distributed to third parties or posted online.
 - c. Transcripts are the property of Client and Caption First retains no rights.
13. Caption First is not responsible for the failure of any third-party platform or system (e.g. StreamText, iCap, Zoom, the Internet, etc.) that causes an interruption in our services.
14. Unless stated otherwise, all estimates and proposals are valid for no less than 30 days.

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15. Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

Educational Institutions – Student Services

1. Students must notify the Disability Services office of their intent to cancel services for scheduled classes.
2. Caption First will provide training to students, instructors, Disability Services and technical staff on Caption First services and the use of remote CART equipment at no cost except for travel expenses.
3. Instructors of student users need to be trained on the importance of providing preparation material, the proper use of microphones and the importance of repeating classroom questions.
4. Technical staff should be trained on the requirements of the student user and the software used to provide service.
5. Transcripts, if ordered, will be sent to the Disability Services office unless also authorized to be sent to the student.
6. The Disability Services office is responsible for the safety of any equipment rented from Caption First.
7. Onsite service cannot be guaranteed without pre-payment.
8. Rental equipment is paid for at the beginning of each term and is not refundable.
9. The Disability Services office should provide to Caption First a complete class schedule including start date, end date, holidays, days of no classes and midterm and finals week.
10. Caption First is not responsible for reporting on student behavior.

Government Organizations

1. If the ending time of a public meeting is unknown or not specified, the event will be scheduled for a minimum of four hours to ensure continuous coverage.
2. Event agenda information must be provided to allow the service provider to prepare for the event.

Large Events

1. Caption First requires final and full payment of services no later than 30 days after receipt of the final invoice.
2. A deposit may be required to insure requested services.

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3. Significant changes to scheduled services may be subject to a 20% surcharge for late changes (within 15 days of the event).
4. Large events are subject to a 10-15% coordinating fee which includes pre- and post-event client meetings and event-related administrative services.
5. Client is responsible for the full cost of all pre-paid expenses associated with a cancelled large event, such as, but not limited to, airfare and lodging, regardless of reason for or time of cancellation. Air and other travel expenses are typically pre-paid and nonrefundable to save costs. Client must inform Caption First if they desire us to purchase refundable air and other travel reservations.
6. Cancellation fees:
 - a. 50% cancellation fee if the event is cancelled within 20 business days of the scheduled start date
 - b. 75% cancellation fee if the event cancels within 10 business days of the scheduled start date
 - c. Up to 90% of the cancellation fee (less expenses) may be provided as a credit towards future services.
7. Additional charges will be incurred when any service provider is required to be onsite during extended hours. Maximum standard onsite hours are 10 hours for an onsite Captioner, Audio Describer, or Interpreter and 11 hours for an onsite Technician or Engineer.
8. Caption First will do whatever is reasonably possible to provide practical, reliable, and consistent services for the event. Client is responsible to communicate clearly to Caption First personnel concerning any requirement for pre-approval of extended or additional services by Caption First. In lieu of any such communication, Caption First personnel will, in consultation with the client, use their best judgement to extend, shorten, and/or add working hours and/or equipment based on our perceived need to provide such reasonable services and/or equipment. In no case will such additional services, if any, result in a cost increase of more than 10% of the original estimates cost for a large event.
9. Client is responsible to communicate clearly to Caption First personnel concerning any provided expenses such as meals, hotel rooms and ground transportation so they may be correctly utilized and excluded from the final invoice.
10. Travel Expenses
 - a. Per Diem costs are based on published U.S. government rates (www.gsa.gov or aoprals.state.gov). Meals provided at no cost to Caption First staff may be deducted from the Per Diem costs on the final invoice.
 - b. Estimated lodging costs are based on hotel costs as listed on the event website or nearby accommodations. These costs will be reduced or eliminated if client provides appropriate lodging arrangements to Caption First service providers.

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- c. All travel arrangements are made utilizing the most practical business-appropriate fare or rate available. For airline or train trips over 4 hours in length, upgraded economy seating, when available, is considered business-appropriate. For airline or train trips over 12 hours in length, business-class seating, when available, is considered business-appropriate.
- d. It is Caption First's practice to arrange air and train travel for its service providers.

11. Caption First is not responsible for subpar performance due to lack of preparatory (prep) information provided preceding the event.

12. Remote Connection Testing - Caption First recommends scheduling captioners to connect up to 30 minutes before doors open or the beginning of each event or session. This ensures all equipment is working properly and all connections are sound.

13. It is the responsibility of the Client to notify speakers that their presented material will be transcribed for the purpose of providing accessibility to people who are Deaf, hard-of-hearing, or who have difficulty understanding spoken English, or to create an archival record.

14. Captioning Technician Recommendations:

- a. An onsite or remote captioning engineer or technician for large events that include any of the following:
 - i. When COMS communication equipment is used.
 - ii. Services are provided in two or more rooms.
 - iii. When Caption First provides caption encoders, remote CART PCs, or Live Audio Description equipment. (Onsite Required)
 - iv. Events located outside of the United States unless previously trained by Caption First.
 - v. When there are more than two onsite captioners.
- b. Caption First reserves the right to make the final determination of how many onsite and/or remote technicians are needed for an event.

15. Due to required extra processing time, finished transcripts may take up to 10 business days after the end of a large event to be delivered.

16. Initial requests for a large event received within 30 days of the event are subject to a 20% surcharge.

Summary of Changes

- Definitions: None
- Realtime Services Minimums & Cancellation Deadlines: None
- Post-Production Services Minimum & Cancellation Deadlines: None
- Realtime Services Charges: None

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- Post-Production Services & Turnaround Times: 3 (Added)
- Discounts: None
- Surcharges: None
- Additional Charges and Payments: None
- Miscellaneous: 6
- Educational Institutions – Student Services: None
- Government Organizations: None
- Large Events: 4, 7, 10, 12, 14-16