Contingency Placement Fee Agreement

Thank you for the opportunity to partner with you and XXXXXX with headquarters at (HQ address here) (hereinafter referred to as "Client") to provide contingent direct hire/permanent search recruiting solutions.

1. **Direct Placement Terms.** (RECRUITING FIRM) will recruit and refer qualified personnel as available and as needed for direct hire by the Client under the following terms and conditions:

    1.1. As consideration for the service provided, (RECRUITING FIRM) will be due a placement fee in the amount equal to (number) percent (xx%) of the placed employee's first year's base salary, including sign-on bonus, for each placement. Client will be invoiced upon the employee's first day of employment. Invoices are due and payable to (RECRUITING FIRM) within thirty (30) days of the employee's first day of employment.

Note ** Special Add-on for the user of this document** If you are in the healthcare space (especially in the New York area, they have somewhat of a different culture. They negotiate a ton of their contracts on a flat fee basis. You see this a lot more common in the healthcare space. If that's the case, replace the following paragraph with what's currently listed at 1.1 (don't forget to remove this section before sending it to your client. There should only be two paragraphs in this section 1.1 and 1.2):

"As consideration for the service provided, (RECRUITING FIRM) will be due a placement fee in the amount of $30,000. (Thirty Thousand dollars). Client will be invoiced upon the employee's first day of employment. Invoices are due and payable to (RECRUITING FIRM) within Thirty (30) days of the employee's first day of employment, mirroring the 90-days guarantee period."

    1.2. Guarantee Period. In the event that the employee leaves the employ of the client within the first ninety (90) days from date of hire, for any reason other than company lay-off, (RECRUITING FIRM) will find a suitable replacement free of additional charge.

2. **Other Terms.**

    2.1. A search may entail weeks or even months of work. Therefore, Client agrees that if a candidate submitted to Client by (RECRUITING FIRM) is hired either directly or indirectly within three hundred sixty five (365) days from the last discussion concerning such candidate it would be a result of (RECRUITING FIRM)'s efforts on

behalf of Client and Client agrees to pay to (RECRUITING FIRM) the amount identified above in Section 1.1 of this Agreement.

2.2. Both (RECRUITING FIRM) and Client agree not to pursue employees. Should either party terminate this agreement, both parties agree not to pursue those employees or clients for a term of 6 months following the date of the last invoice with client.

2.3. The parties affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. The parties agree not to harass, discriminate against, or retaliate against any employee of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall any party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation, the parties agree to cooperate in the prompt investigation and resolution of such complaint, and shall indemnify each other with respect to any violation.

2.4. Neither this Agreement nor the services to be provided hereunder shall be construed to create any relationship of employment, agency, partnership or joint venture between the parties.

2.5. This Agreement may not be amended, except by writing or an additional Addendum executed between (RECRUITING FIRM) and the Client.

2.6. This Agreement, and accompanying Addendums, sets forth the entire agreement of the parties and supersedes all other oral or written agreements between the parties.

2.7. This Agreement and services rendered with regard to the Agreement shall be deemed to have been entered into and performed at (RECRUITING FIRM)'s company headquarters in the State of XXXXX, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or any rights, or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of XXXXXX.

If this agreement is agreeable to you, please sign, date, and fax back to my attention at XXX-XXX-XXXX at your earliest convenience.

Thank you for your business.

Sincerely,

_____(sign here)
Sales Rep/Owner Name
Title:
Date:

Agreed and Accepted:
Name of Employer: _____

By:_____

Title:_____

Date:_____