ABC RECRUITING COMPANY

AGREEMENT FOR SEARCH AND PLACEMENT SERVICES

GENERAL AGREEMENT: ABC RECRUITING COMPANY agrees to use its best efforts to identify, pre-screen and provide candidates to fill positions as requested by Employer. Employer agrees to abide by the terms and conditions of this agreement.

GUARANTEE: ABC RECRUITING COMPANY will unconditionally guarantee any placement for thirty (30) days. If the employee leaves or is terminated for any reason whatsoever within thirty (30) days of starting work, ABC RECRUITING COMPANY will make every effort to replace the individual. This guarantee will be valid as long as the job description and pay plan remains the same, and the employee continues to report to the same manager and division of the company and provided the fees pursuant to this agreement are received by ABC RECRUITING COMPANY within fifteen (15) working days from date of invoice. ABC RECRUITING COMPANY' liability is limited to the amount paid for such placement.

FEES: Employer agrees to pay a placement fee to ABC RECRUITING COMPANY when a candidate directly or indirectly referred by ABC RECRUITING COMPANY is hired for any position by employer or any of its affiliates within a period of one (1) year from the initial referral and/or identification of the candidate to employer or any of its affiliates.
The total placement fee is a flat fee of 30% of candidate's total first year compensation, including signing bonus.

A non-refundable engagement fee reflecting one-quarter of the anticipated total fee will be paid in order to commence the search. The remaining balance will be invoiced on the candidate’s start date with the employer’s company.

TERMS: Due upon receipt of invoice. Fees unpaid after thirty (30) days from date of invoice will be subject to an interest surcharge of 1% per month from the date such fees are due until the date of payment. If ABC RECRUITING COMPANY is required to take any action to collect any fees (including interest on unpaid fees) that are not paid when due under the terms of this agreement, employer shall be obligated to reimburse ABC RECRUITING COMPANY for its reasonable costs of collection, including attorneys' fees.

REFERRALS: Employer's employment of any candidate who has been directly or indirectly referred by ABC RECRUITING COMPANY constitutes employer's agreement with ABC RECRUITING COMPANY’s fee schedule and terms. Referrals are on a confidential basis and employer shall be responsible for and hold ABC RECRUITING COMPANY harmless from any liability for any breach of this confidence. When a candidate being interviewed, under this agreement, is referred by a client to another company or competitive agency within the first year from the original referral or employment date, then a placement fee is due under this agreement.

In addition, when original candidate provides further leads and such individual is hired, a placement fee will be due under this agreement. Employer agrees not to require any candidate to reimburse employer for any placement fee paid to ABC RECRUITING COMPANY.

Name printed and signed_____.

Company, Title and Date_____

YOUR NAME _____ YOUR TITLE_____