Engagement Fee Agreement

Your Company Name (formerly YOUR COMPANY NAME) is hereby authorized to conduct a search for qualified candidates to fill the position of POSITION NAME under the following terms and conditions:

In the event that COMPANY NAME (hereinafter referred to as CLIENT) retains the services of an individual presented by Your Company Name the CLIENT will pay to Your Company Name a TOTAL SERVICE CHARGE OF _____ PERCENT OF THE FIRST YEAR COMPENSATION TO BE EARNED BY THE CANDIDATE. The total service charge is based on the estimated compensation for the position earned by the candidate in the first year of employment. For positions paying commissions, bonuses, or other incentives, as well as salary, the charge is based on a reasonable estimate of the first year's compensation. In arriving at this estimate the candidate's current market worth will weigh heavily as a guide. This estimate is not subject to reduction or increase after the candidate has been employed.
With the execution of this agreement, CLIENT will pay Your Company Name an ENGAGEMENT FEE of _____% of the estimated TOTAL SERVICE CHARGE as outlined above.

The BALANCE is due and payable when the candidate begins employment with the CLIENT. This BALANCE will reflect adjustments to the estimated TOTAL SERVICE CHARGE if actual earnings are to be higher or lower than the original estimate when the search began.

If Your Company Name fails to present a candidate who is hired for the position or at least two qualified candidates within 30 days from the date hereof, Your Company Name shall refund to the CLIENT the full ENGAGEMENT FEE.

If at least two candidates presented within that 30-day period are interviewed by CLIENT, but CLIENT fills position through its own efforts, THERE WILL BE NO REFUND.

If Your Company Name presents at least two qualified candidates within the 30-day period but CLIENT refuses to interview said candidates within the 30-day period, NO PORTION OF THE ENGAGEMENT FEE SHALL BE REFUNDED TO THE CLIENT.

CLIENT shall reimburse candidates for all reasonable interviewing expenses incurred by any candidate who resides outside of a 50-mile radius of the location where the interview is to be conducted, including but not limited to transportation, food, and lodging.

CLIENT shall reimburse Your Company Name on a monthly basis, for all pre-approved, reasonable out-of-pocket expenses incurred by Your Company Name in a discharge of its search obligations including but not limited to transportation, food and entertainment, and lodging for

out-of-town interviews by Your Company Name of potential candidates, subject to client approval.

Your Company Name warrants that should the candidate terminate employment with the CLIENT for any reason within 90 days, Your Company Name shall present two additional qualified candidates within a successive 90-day period. CLIENT is responsible for expenses only in such an event.

The CLIENT may cancel this agreement at any time but in such an event shall not be entitled to a refund of the ENGAGEMENT FEE and in the event a candidate already presented in the course of this search is hired, the balance of the TOTAL SERVICE CHARGE will be due and payable when said candidate begins work.

YOUR COMPANY NAME does not discriminate in the acceptance or referral of candidates on the basis of race, color, religion, sex, age, national origin, marital status, disability, or other protected characteristics.

The undersigned agree to all provisions contained in this Agreement.

YOUR COMPANY NAME	**Client Company**
:_____	_____
Date:_____	Date:_____