

Phone _____ Fax _____, www.[yourwebsite].com
123 Main Street, Anytown, FL, 11111

ABC RECRUITING COMPANY

COOPERATIVE PLACEMENT AGREEMENT

This contract and agreement is entered into with the underlying terms and conditions between ABC RECRUITING COMPANY (hereafter ABC, located at _____).

In consideration of the mutual terms, covenants and conditions herein, whenever a candidate is recruited by the authorized representative of one agency for placement by an authorized representative of the other, both agencies hereby agree as follows:

Definitions Referring Agency: In a particular cooperative recruiting engagement, the agency that represents the hiring company. Recruiting Agency: In a particular cooperative recruiting engagement, the agency that represents candidate(s).

1. Placement fees received by the Referring Agency from an employer shall be shared with the Recruiting Agency if a candidate who is recruited by Recruiting Agency is placed with said employer.
2. Any division other than one-half (1/2) to each agency shall not apply unless agreed in writing by officers of both agencies prior to referral of said candidates.
3. The complete fee and guarantee agreement with any employer shall be fully disclosed, in writing if requested, for each engagement to the Recruiting Agency prior to referral of said candidates.
4. Placement fee shall be disbursed within three (3) business days of receipt from the employer, with a copy of the check received from the employer.
5. Guarantees shall be honored fully by both Recruiting Agency and Referring Agency, including replacement or money-back guarantees. In the event of a

fall-off, where the fee must be returned to the client, the Recruiting Agency must return their portion of the collected fee to the Referring Agency within two (2) days of notification of refund requirement.

6. Candidate information received from the Recruiting Agency shall not be disclosed to any third-party agency or recruiter without the consent of the Recruiting Agency, and shall be used only for the purpose of effecting the original placement.



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7. Any potential conflict (duplication of employer or candidate information, unacceptable fee or guarantee provisions, etc.) shall be resolved prior to the referral of any candidate.
8. Any formal step involving a recruited candidate's prospective employment (initial interview, second interview, offer, turndown, etc.) shall be related as soon as possible, to the Recruiting Agency.
9. The Recruiting Agency shall have the right to split-fee payment for one (1) year after the last communication regarding said candidate.
10. During negotiations between Recruiting Agency's candidate and Referring Agency's employer, the Referring Agency shall have the authority and responsibility for all communication. The Recruiting Agency shall cooperate fully, rendering whatever reasonable assistance may be requested.
11. In the event an error or omission in connection with a cooperative placement results in a claim, the agency responsible shall not seek indemnification or pursue a claim against the other agency unless the other agency contributed to the error or omission.
12. In the event it become necessary to enforce or interpret any term, covenant or condition of the agreement, or any part thereof, the prevailing agency shall be entitled to reasonable attorney's fees, actual arbitration and litigation costs, and any other necessary and proper disbursement in connection with enforcing or defending its rights herein.
13. This agreement shall remain in effect continuously until revoked by either agency by written notification to the other. In the event it is revoked, the terms, covenants and conditions of this Agreement shall remain in force for a period of one (1) year with regard to candidates, recruited, referrals of said candidates, use of shared information, and contact with candidates and employers.
14. Both parties consent that the venue of any action brought under this Agreement shall be in _____, and this Agreement shall be construed in accordance with the laws of the State of _____. If any part of this Agreement is found to be

invalid in some way such invalidation shall not affect the remaining portion of the Agreement.

15. This agreement represents the entire understanding between ABC and _____ regarding the subject matter herein, and it supercedes any previous agreements, written or verbal.

In witness hereof the parties have hereunto executed this Agreement.



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ABC RECRUITING COMPANY, Inc.

By: _____

YOUR NAME

YOUR TITLE

Date: _____

_____

By: _____

THEIR NAME

THEIR TITLE

Date: _____