Standard Retained Search Fee Agreement

YOUR COMPANY NAME (Hereafter referred to as YOUR COMPANY NAME) is hereby authorized to conduct a search for qualified candidates to fill the following positions: . In the event , ("CLIENT") enters into a service relationship with candidates presented by YOUR COMPANY NAME, CLIENT will pay to YOUR COMPANY NAME a TOTAL SERVICE FEE of twenty-five percent (30%) of the candidate's ESTIMATED FIRST YEAR'S COMPENSATION.

Candidates are referred to CLIENT in confidence. Should CLIENT refer or identify candidate(s) to another company which enters into a service relationship with the candidate(s), both companies shall be responsible for the payment of the service fee(s).

Upon execution of this Agreement, CLIENT will pay YOUR COMPANY NAME a NON-REFUNDABLE RETAINER FEE of one-third (1/3) of the Estimated Total Service Fee, one-third (1/3) upon presentation of short list of candidates and remaining balance due thirty (30) days after candidate presentation.

If YOUR COMPANY NAME fails to present a candidate who enters into a service relationship with CLIENT, or at least two (2) qualified candidates within ninety (90) days from the date YOUR COMPANY NAME's search begins, YOUR COMPANY NAME shall refund to the CLIENT the second Retainer Fee payment. The SEARCH START DATE will be one business day after the date both the EXECUTED SEARCH RETAINER AGREEMENT and the RETAINER FEE are received by YOUR COMPANY NAME.

If at least two (2) qualified candidate(s) are presented within ninety (90) days from the date YOUR COMPANY NAME's search begins, but CLIENT fills a position through its own efforts or through another source, there will be no refund.

If YOUR COMPANY NAME presents at least two (2) qualified candidates within ninety (90) days from the date YOUR COMPANY NAME's search begins but CLIENT either: (1) fails to interview said candidates within ten (10) business days from the date of initial candidate presentation, or (2) fails to complete the interview process to the point of making an offer to enter into a service relationship within (10) days from the date of initial candidate presentation, CLIENT shall not be entitled to any refund.

CLIENT shall reimburse candidates for all reasonable interviewing expenses incurred by any candidate who resides outside 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 mutually agreed upon and reasonable out-of-pocket expenses incurred by YOUR COMPANY NAME in discharge of its search obligations including but not limited to transportation,

food and lodging for out-of-town interviews by YOUR COMPANY NAME of potential candidates.

If the service relationship between CLIENT and the candidate is terminated for any reason within thirty (30) days from the date the candidate commenced said employment, YOUR COMPANY NAME will replace the candidate, provided that CLIENT notifies YOUR COMPANY NAME in writing all of facts relating to the termination of the relationship within five (5) business days after its termination.

This guarantee is not applicable if the service relationship is terminated because the position is eliminated or because CLIENT has insufficient work for the candidate. The guarantee is to allow CLIENT to satisfy itself that the candidate has the requisite experience and qualifications, and that information provided by the candidate and other sources, directly or through YOUR COMPANY NAME is accurate. This guarantee shall be CLIENT's sole remedy.
YOUR COMPANY NAME's guarantee is valid only if YOUR COMPANY NAME receives payment of its service fee, in full, within fifteen (15) days from the date the service relationship starts.

The CLIENT may cancel this Agreement at any time but in such event shall not be entitled to a refund of the RETAINER FEE. If a candidate presented in the course of this search enter into a service relationship with CLIENT within one year after YOUR COMPANY NAME's and CLIENT's most recent communication relating to the candidate, the balance of the TOTAL SERVICE FEE will be due and payable when candidate starts.

If collection activities are necessary, CLIENT agrees to pay all expenses thereof, including reasonable attorney's fees. CLIENT consents to the jurisdiction of the courts of the State of Pennsylvania and agrees that its laws shall govern the parties' relationship.

The following definitions are applicable to this Agreement: "Candidates" means a person referred to CLIENT by YOUR COMPANY NAME, directly or indirectly.
"Qualified Candidate" means a candidate who possesses the material qualifications described in the job orders (Search Assignments) for the positions, (copies of which are attached hereto).
"Refer" means the disclosure by YOUR COMPANY NAME of the identity of a candidate by any means, orally or in writing.
"Service relationship" means CLIENT's engagement of the services of a candidate in any capacity, including as an employee, independent contractor, consultant, or other representative.
"First year's compensation" means a reasonable estimate of all compensation expected to be earned by the candidate during the first year of service relationship, including wages, salary, draw, fees, commissions, bonuses, and incentives.
A pre-estimate of the first year's compensation will be made at the time the Executive Search Engagement Agreement is executed. The final estimate of the first year's compensation will be made at the time of the service relationship offer and acceptance, and shall not be increased or decreased thereafter.

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:_____