

RECRUITMENT SERVICES AGREEMENT

Location: _____

Date: _____

Parties:

This Recruitment Services Agreement ("Agreement") is entered into by and between:

Service Provider ("Recruiter"): _____

Client ("Company"): _____

1. Services:

Recruiter agrees to identify, evaluate, and refer qualified candidates to Company for employment consideration in accordance with the terms and conditions set forth in this Agreement.

2. Term:

This Agreement shall commence on the date signed by both parties and shall continue until terminated by either party upon thirty (30) days' prior written notice to the other party.

3. Fees and Payment Terms:

Company agrees to pay Recruiter a fee equal to a percentage of the hired candidate's first year annual gross compensation as set forth in a separate fee schedule or mutually agreed upon in writing. The fee becomes due within thirty (30) days of the candidate's start date.

4. Candidate Guarantee:

If a candidate referred by Recruiter voluntarily leaves or is terminated for cause within ninety (90) days from the candidate's start date, Recruiter shall provide a replacement candidate at no additional fee or provide a prorated refund of the fee paid, at Company's option.

5. Confidentiality:

Both parties agree to keep confidential all proprietary information obtained during the term of this Agreement, including candidate data, business operations, and all materials marked or identified as confidential.

6. Compliance with Laws:

Recruiter represents and warrants that it shall comply with all applicable federal, state, and local laws, including but not limited to employment, anti-discrimination, and privacy laws in performing services under this Agreement.

7. Independent Contractor:

Recruiter is an independent contractor and nothing contained in this Agreement shall be deemed to create any agency, partnership, or joint venture between the parties.

8. Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other party from any and all claims, damages, liabilities, costs, and expenses arising out of or related to any breach of this Agreement or the gross negligence or willful misconduct of the indemnifying party.

9. Limitation of Liability:

Neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of this Agreement.

10. Termination:

Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other party. Upon termination, Company shall pay Recruiter all fees due for candidates presented prior to termination.

11. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

12. Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Any amendments must be in writing and signed by both parties.

13. Notices:

All notices under this Agreement shall be in writing and shall be deemed duly given when delivered personally, by nationally recognized overnight courier, certified mail return receipt requested, or electronic mail with confirmation, to the addresses provided by the parties.

14. Waiver:

Failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce it at a later time.

15. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

16. Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together

shall constitute one and the same instrument. Signatures provided by electronic means (including PDF or facsimile) shall be valid and binding.

SERVICE PROVIDER SIGNATURE

COMPANY SIGNATURE

Signature: _____

Signature: _____

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