

Employment Agency Service Agreement

Agreement made, effective as of _____ [date], by and between _____, referred to in this agreement as “Candidate”, and Japan Pacific Investment, Inc, of 1123 Van Ness Ave, Torrance, CA, referred to in this agreement as “Agency”.

RECITALS

A. Candidate wishes to contract with Agency for the services of Agency in searching for company/restaurant, referred to in this agreement as “Company”.

SERVICES

A. Agency understands and agrees that services to be provided to Candidate under and pursuant to this agreement shall be so provided on a day-to-day, as-needed, basis and that Candidate in its sole discretion shall determine its need, if any, for services or the continuation of services as may be provided by Agency under and pursuant to this agreement.

B. Agency will act on Candidate’s behalf in arranging interviews and cooking skill test, as well as conducting negotiations on salary and other remuneration package issues.

C. Agency cannot guarantee to find a suitable Company

COMPENSATION AND PAYMENT

The decision to work at a Company rests solely with the Candidate. For services provided under and pursuant to this agreement and the written requests of Candidate, Agency shall be compensated as provided below:

A. In the event the Company employs a Candidate, at any time, including any unspecified future date, a referral fee will be due to the Agency. For labor expended by Agency in providing services under and pursuant to this agreement, Agency shall be paid a referral commission due and payable immediately following oral or written acceptance of an oral or written employment offer to a Candidate. Non-refundable referral commission is \$100.00, payable to Agency in the form of cash, money order, or cashier’s check. For short term referral (under 90 days) referral commission shall be \$100.00, payable to Agency in the form of cash, money order, or cashier’s check.

B. Service fee includes:

- a. Cooking skill test
- b. Interview
- c. Resume review
- d. Job search
- e. Negotiation of salary and other remuneration package issues

CONFIDENTIALITY

A. Except as may be otherwise required by law, Agency (i) will exercise reasonable efforts to ensure that Candidate’s information remains confidential and is available only to personnel who have a need to know such information in connection with providing Candidate with Agency’s services or otherwise for Agency’s general business purposes, and (ii) will not sell Candidate’s name, address or similar personally identifying information to unrelated third parties or permit the use of such information outside the scope of the Agency’s service or Agency’s general business purposes.

INDEMNIFICATION

A. Candidate shall indemnify and save harmless Agency and employees from all suits, actions, losses, damages, claims, or liability of any character, type of description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney’s fees arising from or relating to Agency’s performance of the terms of this Agreement.

OTHER PROVISIONS

A. Candidate shall not contact Company directly for any reason.

MODIFICATION OF AGREEMENT

B. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

In witness of the above, each party to this agreement has caused it to be executed at _____[place of execution] on the date indicated below.

Agent Name

Candidate Name

Date

Date

Agent Signature

Candidate Signature