Employment Agency Service Agreement

Agreement made, effective as of _____*[date]*, by and between _____, a corporation organized and existing under the laws of the State of _____, with its principal office located at_____*[address]*,_____*[city]*, _____*[state]*, referred to in this agreement as "Company", and *Japan Pacific Investment, inc, of 1123 Van Ness Ave, Torrance, CA 90501*, referred to in this agreement as "Agency".

RECITALS

A. Company wishes to contract with Agency for the services of Agency in searching for professional or skilled chef/cook, referred to in this agreement as "Candidate".

SERVICES

A. Agency understands and agrees that services to be provided to Company under and pursuant to this agreement shall be so provided on a day-to-day, as-needed, basis and that Company 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 Company's behalf in arranging interviews and cooking skill tests with the Candidates, as well as conducting negotiations on salary and other remuneration package issues.

C. Agency cannot guarantee to find a suitable or a candidate available for the position.

COMPENSATION AND PAYMENT

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

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. The Company acknowledges and accepts that the referral commission will be due and payable immediately following oral or written acceptance of an oral or written employment offer to a candidate. The referral commission fee is payable to the Agency in the form of cash, money order, or cashier's check. Referral commission is based and categorized on: Experience, skill level and reviews made by Sushi Chef Institute.

1. Trainee/Assistant Chef (Less than 1yr)……..$500.00 of Referral commission
2. General/Sous Chef……...3% of Referral Commission
3. Head/ Executive Chef……...…...5% of Referral Commission

Commission is based on annual salary of potential candidate

Japan Pacific Investment, Inc.
1123 Van Ness Ave, Torrance, CA 90501
Tel : (310) 408-4362, Fax : (310)347-4341
e-mail : agent@sushischool.net

D. Guarantee – If the Candidate leaves or is terminated within 90 days of employment, Agency will refund a percentage of referral commission paid as per the following schedule:

Days of Employment……Total Referral Commission Refunded

0 -30 days ……. Refund 75% of the referral commission
31 –60 days…… Refund 50% of the referral commission
61 –90 days…….Refund 25% of the referral commission

CONFIDENTIALITY

A. Except as may be otherwise required by law, Agency (i) will exercise reasonable efforts to ensure that Company's information remains confidential and is available only to personnel who have a need to know such information in connection with providing Company with Agency's services or otherwise for Agency's general business purposes, and (ii) will not sell Company'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. Company 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. Company shall not contact Candidate 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	Client Name
_____	_____
Date	Date
_____	_____
Agent Signature	Client Signature

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