

Brainz LLC

Provider of Temporary Nurse Personnel
10299 University Avenue NE, Suite 102
Blaine, MN
www.brainzllc.com

Contingency Consulting Agreement

This non-exclusive contingency recruiting agreement is entered into and effective this date _____ by and between Brainz LLC and _____ (client) to find suitable candidates for the position(s) of:

1. _____
2. _____

Undertaking Consultant

Brainz LLC agrees to use its best efforts to find suitable candidates for the above named positions. Brainz LLC goal is to save valuable Client time, assist in successful hiring processes, and provide Client access to top candidates. Brainz LLC will actively source, recruit and screen candidates. Brainz LLC work normally includes, but is not limited to the following:

- 1) Initial needs assessment with client to formulate criteria for candidate selection, corporate background, position salary, and location specifics,
- 2) Identification of potential candidates through resume database review, networking calls, direct contacts with competitors, receipt of resumes through mail and fax, advertising and leads,
- 3) Candidate notes for presentation to Client,
- 4) Referral of screened and interviewed candidate resumes to Client,
- 5) Coordination of candidate interviews with Client, both telephone and in person,
- 6) Verification of candidate references, when requested by Client, and
- 7) Assistance with the coordination and acceptance of job offers.

Candidate Referrals

Brainz LLC will provide screened and interviewed resumes directly to the hiring authority identified with Client's organization. It is understood that client will not disclose or share any names or information, which would identify candidates or cause candidates to be referred to any third parties. All referred candidates are considered valid referrals from Brainz LLC to Client unless Client immediately notifies Brainz LLC of recent and prior employment conversations, which Client has conducted with a specific candidate within the 90 days preceding Brainz LLC referral of candidate to Client. Referred candidates are considered active Brainz LLC candidates for a period of two years from the date of initial referral to Client. Should Client hire or employ a referred candidate in any during this period, the fees as described below are considered to be due to Brainz LLC. All candidate referrals will be documented on copies of this agreement in the Appendix on page 2 of this document, along with all submitted resumes.

Fee Calculation and Payment Schedule

Client is not responsible to **Brainz LLC** for any reimbursements for expenses incurred by **Brainz LLC** on behalf of Client, including hours worked, long distance telephone, travel, interviewing time, sourcing expenses, website advertising, postage, fax, office support, photocopy or other ordinary recruiting expenses required to conduct employee searches for Client. Client understands that Brainz LLC incurs recruiting expenses on a risk based contingency basis and will be remunerated through payment of a recruitment fee upon successful hire of a referred candidate. Client agrees to pay, see attach fee schedule, for a validly referred and hired candidate's reasonably assured first year direct cash compensation. This fee basis is derived from salary; sign on bonus, draw and any guaranteed portion of bonus. Fee is due the effective day of hire and is payable within 30 calendar days from the employee's starting date.

Candidate Replacement Guarantee

In the event that a candidate fails to meet their obligations to Client, through no fault of Client, during the initial period of employment not to exceed ninety (90) days, then Client shall so notify **Brainz LLC** in writing and be entitled to **Brainz LLC** efforts to recruit for Client a replacement candidate within twelve (12) months without additional fee. If **Brainz LLC** cannot replace the candidate we will refund your money or credit your account. It is mutually understood that **Brainz LLC** replacement guarantee applies only after Client has paid the Fee of initial candidate in full. This agency is registered, bonded and operates under the Laws of the State of Minnesota and is registered by the Department of Labor & Industry.

Appendix (to be completed as candidate are referred)

Candidate(s) Name, Title, and Date referred to Client:

Name _____ Title _____ Date _____

Name _____ Title _____ Date _____

Either party may terminate this agreement at any time without cause upon written notice. However, this agreement will continue to be binding beyond termination if a referred candidate supplied by **Brainz LLC** is subsequently hired within one (1) year of the date of termination notice or two (2) years of initial referral date, whichever occurs first.

Agreed by (TITLE) PRINT NAME

Agreed by: (Client) PRINT NAME

Signature

Date

Signature

Date

Brainz LLC

Fee Schedule (Effective *CURRENT DATE*)

Estimated Gross Annual Earnings Fee

Less than \$12,999.....	<i>12.00%</i>
\$13000 – \$13,999.....	<i>13.00%</i>
\$14000 – 14,999.....	<i>14.00%</i>
\$15000 - \$15,999.....	<i>15.00%</i>
\$16000 - \$16,999.....	<i>16.00%</i>
\$17000 - \$17,999.....	<i>17.00%</i>
\$18000 - \$18,999.....	<i>18.00%</i>
\$19000 - \$19,999.....	<i>19.00%</i>
\$20,000 - \$20,999.....	<i>20.00%</i>
\$21,000 - \$21,999.....	<i>21.00%</i>
\$22000 - \$22,999.....	<i>22.00%</i>
\$23000 - \$23,999.....	<i>23.00%</i>
\$24000 - \$24,999.....	<i>24.00%</i>
Greater than \$25,000.....	<i>25.00%</i>