



Contingency Recruiting Agreement

THIS CONTINGENCY RECRUITING AGREEMENT (the "Agreement"), made on _____ is entered into by MySalesRecruiter.co, a division of E&A Palmer, LLC, a Washington corporation (the "Company"), and _____ (the "Client"), (collectively, the "Parties").

This agreement outlines the terms and conditions under which the Company will provide candidates for employment to the Client. The Parties agree as follows:

1. Employment Positions. The company agrees to use its resources to source, recruit, pre-screen and present qualified candidates to clients.

2. Referred Candidate. Any candidate whom Company submits to Client and was subsequently interviewed by Client either in person or via telephone is a "Referred Candidate." The date upon which the Referred Candidate is submitted to the Client is the "Referral Date."

3. Compensation. Company shall charge, and Client agrees to pay to Company, a minimum fee of \$_____ or _____% of a Referred Candidate's first year's base salary hired by Client. Bonus, overtime, and other compensation are not part of the fee calculation. In the event Client hires a Referred Candidate at any time within one (1) year of the Referral Date, in any capacity (including as an employee, consultant, or independent contractor), Client shall pay the Contingency Fee to Company.

4. Procedure. The client agrees to notify Company as promptly as practicable when it issues an employment offer letter to a Referred Candidate and again when the Referred Candidate accepts an offer. The client will provide the Company the offer letter and written acceptance. The Contingency Fee will be considered fully earned when an offer has been extended and accepted, and the Company will issue an invoice at that time. The Fee is payable in full by the Client within sixty (60) days of the Referred Candidate's starting date.

5. Guarantee Policy. If within ninety (90) days of the Referred Candidate's first day of employment, the Referred Candidate is terminated (except if the position is eliminated for any reason or there is insufficient work for the candidate) or resigns from employment for any reason, Company shall refund the Contingency Fee. A 100% refund if their position is eliminated within the first 30 days, a 66% refund if their position is eliminated within 31-60 days, a 33% refund if they are terminated within 61-90 days.

6. Term of Agreement. The services called for under this Agreement shall commence as of the date the agreement is signed by Parties, and extend for a period of one (1) year. This Agreement will automatically renew on a month-to-month basis until terminated pursuant to the Termination provision below.

7. Termination. Either Party may terminate this agreement, in writing upon 15 days' notice, at any time, with or without cause. If terminated by Client, Company is entitled to a Contingency Fee for any Referred Candidate submitted prior to the date of notification and hired within one (1) year of the Referral Date.



8. Choice of Law. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Washington. Any claim arising out of this Agreement shall be brought in the State of Washington.

9. Assignment. Neither Party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other Party. If there is a valid assignment, subcontract, or transfer, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. Discrimination. In compliance with federal law, neither Party will discriminate in the referral or employment/hiring processes on the basis of race, color, religion, national origin, marital status, sex, age, disability/handicap, or veteran status, which are unrelated to the ability to do the job for which the candidate is referred, excluding bona fide occupational qualification exceptions.

11. Confidential Matters and Proprietary Information. The company recognizes that, during the course of Agreement performance, Company may acquire knowledge of confidential business information or trade secrets. Company agrees to keep all such confidential information in a secure place and not to publish, communicate, use, or disclose, directly or indirectly, for his/her own benefit or for the benefit of another, any such confidential business information or trade secrets either during or after contract Agreement performance. This obligation of confidence shall not apply to information that is available to the Company from third parties on an unrestricted basis. The client agrees to keep confidential the identities and related information concerning Referred Candidates and to use this information solely for the purpose of the Client's consideration of these candidates.

12. Non-Exclusivity. The company understands that this Agreement is non-exclusive and that nothing in this contract shall be interpreted as a restriction on the Client's right to procure personnel services from any other vendor or through its own auspices. The client understands that Company works on a contingency basis and candidates may be presented to more than one client.

13. Terms

The Fee will be considered fully earned when an offer has been extended and accepted, and the Recruiter will issue an invoice at that time. The full fee is payable in full by the Client within NINETY (90) days of the applicant's starting date. A 10% late fee will apply to the remaining balance if full payment is not made within 91 days after the applicant's first day.

14. Agreement. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire Agreement between the Parties. The Agreement may be supplemented, amended, or revised only in writing by the agreement of the Parties.



MySalesRecruiter.co

Eric Palmer

Founder & Chief Recruiter

eric@mysalesrecruiter.co

971-235-9410

Date: _____

Signature: _____

Company:

Name: _____

Title: _____

Email: _____

Phone: _____

Date: _____

Signature: _____

Co. address: _____

Hiring Mgr.: _____

Billing contact: _____
