

## RECRUITING SERVICES AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

### **PARTIES:**

Recruiter Name / Company: \_\_\_\_\_

Recruiter Address: \_\_\_\_\_

Recruiter Phone / Email: \_\_\_\_\_

### **Client Information:**

Client Name / Company: \_\_\_\_\_

Client Address: \_\_\_\_\_

Client Phone / Email: \_\_\_\_\_

### **Scope of Recruiting Services:**

Recruiter agrees to provide recruiting and placement services to Client for the purpose of identifying, screening, and presenting qualified candidates for employment by Client in positions mutually agreed upon. Recruiter will use reasonable efforts to locate candidates but does not guarantee any candidate placement.

### **Term and Termination:**

This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon written notice. Termination shall not affect Recruiter's right to fees for candidates submitted prior to termination.

### **Fees and Payment Terms:**

Client agrees to pay Recruiter a fee equal to a specified percentage of the candidate's first year gross compensation or a flat fee as agreed in writing. Payment is due within 30 days of candidate's start date.

### **Candidate Ownership:**

Candidates presented by Recruiter to Client during the term of this Agreement shall be considered Recruiter's candidates for a period of 12 months. Client shall notify Recruiter promptly upon hiring any candidate presented.

### **Confidentiality:**

Both parties agree to maintain in confidence all confidential information disclosed during the term of this Agreement and not to use such information except as necessary for performing obligations hereunder.

### **Compliance with Laws:**

Recruiter and Client shall comply with all applicable federal, state, and local laws, regulations, and ordinances including, but not limited to, equal employment opportunity and non-discrimination laws.

### **Indemnification:**

Each party agrees to indemnify and hold harmless the other party from any claims, damages, losses, or expenses arising out of or resulting from the gross negligence or willful misconduct of the indemnifying party.

**Limitation of Liability:**

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of this Agreement, even if advised of the possibility of such damages.

**Relationship of Parties:**

Recruiter is an independent contractor and nothing in this Agreement shall be construed to create an employer-employee, agency, or partnership relationship between the parties.

**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 laws principles. Any disputes arising under this Agreement shall be resolved exclusively in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Entire Agreement:**

This Agreement, including any exhibits or attachments, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and communications.

**Amendments:**

No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

**Severability:**

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

**Waiver:**

Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

**Force Majeure:**

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or government actions.

**RECRUITER'S SIGNATURE**

**CLIENT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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