

# RECRUITING AND PLACEMENT AGREEMENT

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This Recruiting and Placement Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[RECRUITER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [RECRUITER ADDRESS] (the "**Recruiter**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] (the "**Client**").

The Recruiter and the Client are each a "**Party**" and together the "**Parties**."

**Recitals.** The Recruiter is in the business of identifying and presenting qualified candidates for employment. The Client wishes to engage the Recruiter to present candidates for one or more positions, and the Recruiter is willing to do so on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Engagement and Search Type

**1.1 Engagement.** The Client engages the Recruiter to identify, screen, and present candidates (each, a "**Candidate**") for the positions the Client describes to the Recruiter.

**1.2 Search type.** This engagement is a [CONTINGENCY / RETAINED / EXCLUSIVE] search. Under a **contingency** search, the placement fee is earned only if the Client hires a presented Candidate. Under a **retained** search, fees are due in installments regardless of hire as set out in Section 4.

**1.3 Position details.** Each position will be described in a written or electronic job order specifying title, location, compensation range, and key requirements.

**1.4 Non-exclusive (unless stated).** Unless the search is designated exclusive, the Client may use other recruiters and its own sourcing for the same position.

## 2. Candidate Presentation and Ownership

**2.1 Submission.** The Recruiter will present Candidates with a résumé or profile and relevant qualifications. A Candidate is deemed "**presented**" when the Recruiter submits the Candidate in writing for a specific position.

**2.2 Candidate ownership window.** The Recruiter is the source of a presented Candidate for [NUMBER, e.g. 12] months from the date of presentation. If the Client hires that Candidate for any position during that window, the placement fee under Section 3 applies.

**2.3 Duplicate candidates.** If the Client is already actively engaged with a Candidate before the Recruiter's presentation, the Client will notify the Recruiter in writing within [NUMBER] business days; otherwise the Recruiter's presentation governs ownership.

**2.4 Confidential handling.** The Client will use Candidate information only to evaluate the Candidate and will not forward it to third parties without the Recruiter's consent.

### 3. Placement Fee

**3.1 Fee.** For each Candidate the Client hires, the Client will pay the Recruiter a placement fee of **[PERCENTAGE, e.g. 20%]** of the Candidate's first-year base compensation, or **[\$ FLAT AMOUNT]**, as stated in the job order.

**3.2 Definition of compensation.** "First-year base compensation" means the Candidate's annualized base salary at hire, excluding bonuses, commissions, equity, and benefits unless the job order states otherwise.

**3.3 Fee trigger.** The fee is earned and due when the Candidate accepts the Client's written offer **[OR on the Candidate's start date]**, as stated in the job order.

**3.4 Payment.** The Client will pay the placement fee within **[NUMBER, e.g. 15]** days of the invoice date. Late undisputed amounts accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law.

### 4. Retained Search Fees (If Applicable)

**4.1 Installments.** For a retained search, the Client will pay the fee in installments: **[e.g. one-third on engagement, one-third on slate delivery, one-third on placement]**, as stated in the job order.

**4.2 Earned on engagement.** Retainer installments are earned when due regardless of whether a placement results, unless the Parties agree otherwise in writing.

**4.3 Crediting.** Amounts paid as retainer installments are **[CREDITED / NOT CREDITED]** against the final placement fee as stated in the job order.

### 5. Replacement Guarantee

**5.1 Guarantee period.** If a placed Candidate leaves or is terminated for cause within **[NUMBER, e.g. 90]** days of the start date, the Recruiter will, as the Client's sole remedy, conduct a one-time replacement search at no additional placement fee, subject to the conditions below.

**5.2 Conditions.** The guarantee applies only if: (a) the Client has paid the placement fee in full; (b) the Client notifies the Recruiter in writing within **[NUMBER]** days of departure; and (c) the role and compensation are materially unchanged.

**5.3 Exclusions.** The guarantee does not apply to departures caused by a layoff, restructuring, sale of the business, change in role, or the Client's breach of its obligations to the Candidate.

**5.4 Prorated refund alternative.** If the Recruiter cannot provide a suitable replacement within **[NUMBER]** days, the Recruiter will refund a prorated portion of the placement fee as stated here: **[REFUND FORMULA]**.

### 6. Client Responsibilities

**6.1 Information and feedback.** The Client will provide accurate position information and timely feedback on presented Candidates.

**6.2 Interview process.** The Client will conduct interviews and make hiring decisions, and is solely responsible for verifying credentials, conducting any background or reference checks where permitted, and complying with hiring law.

**6.3 No discrimination.** The Client will not direct the Recruiter to source or exclude Candidates on a basis prohibited by anti-discrimination law, and the Recruiter will not knowingly act on such a direction.

## 7. Confidentiality and Non-Circumvention

**7.1 Confidentiality.** Each Party will protect the other's non-public business information disclosed under this Agreement, using at least reasonable care, and will use it only for the engagement.

**7.2 Non-circumvention.** The Client will not circumvent the Recruiter by hiring a presented Candidate through a third party to avoid the placement fee during the ownership window in Section 2.2.

**7.3 Data protection.** Each Party will handle Candidate personal data in accordance with applicable privacy law.

## 8. Indemnification and Liability

**8.1 By Recruiter.** The Recruiter will defend and indemnify the Client against third-party claims arising from the Recruiter's gross negligence, willful misconduct, or material misrepresentation about a Candidate it knew to be false.

**8.2 By Client.** The Client will defend and indemnify the Recruiter against third-party claims arising from the Client's hiring decisions, employment of a Candidate, or breach of this Agreement.

**8.3 Limitation of liability.** Except for confidentiality breaches and indemnity obligations, neither Party is liable for indirect or consequential damages, and the Recruiter's aggregate liability will not exceed the placement fee paid for the relevant placement.

## 9. Term, Termination, and General Provisions

**9.1 Term.** This Agreement begins on the Effective Date and continues until terminated by either Party on **[NUMBER]** days' written notice. Termination does not affect the Recruiter's right to fees for Candidates presented before termination who are hired within the ownership window.

**9.2 Termination for cause.** Either Party may terminate immediately on written notice for a material breach not cured within **[NUMBER]** days after notice.

**9.3 Independent contractor.** The Recruiter is an independent contractor and not the Client's agent or employee.

**9.4 Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the courts located in **[COUNTY, STATE]**.

**9.5 Compliance with employment law.** Each Party will comply with applicable employment, anti-discrimination, and privacy laws, which govern over any conflicting term here.

**9.6 Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets on notice.

**9.7 Entire agreement; amendment.** This Agreement, with its job orders, is the entire agreement on its subject and may be amended only in writing signed by both Parties.

**9.8 Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**RECRUITER****CLIENT**

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

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

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE]**Title: **[TITLE]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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