



Talent Foragers LLC
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Contingency Search Fee Agreement

This agreement is between Talent Foragers LLC and {Client} to establish terms for conducting business together on a Contingency basis. You are under no obligation to pay the fee until your firm on an employer-paid-fee basis has engaged a candidate referred from our agency.

Service: Our service is rendered on a contingency basis, and charged on a contingency basis, due and payable if and only if, you hire, contract, or engage the performance of service of a candidate that has been referred to you directly or indirectly, through our efforts. The fee is also due and payable should you or your affiliates hire, contract or engage such candidates for any position, project, or assignment within one year after our most recent communication, written or verbal, relating to that candidate. Service fees will be billed as follows: 25% of candidate’s first year annual compensation. Payment terms: Balance due within 30 days of candidate’s start date.

Service Guarantee: We will guarantee any placement, in the event the candidate engaged through our referral terminates or is terminated from his or her position of employment for good cause within thirty (30) days of the guarantee period we will refund 100% the service fee, should the termination happen between 31-90 days, we will refund the service fee at a prorated rate (1/90 per day) from start date. The refund will be made provided that (a) our fee has been paid according to the terms of this agreement, and (b) we receive notification, in writing, of all the facts relating to the termination of said candidate by mail within five (5) business days after said termination.

In the event of any dispute, claim, question, or disagreement arising out of, relating to this agreement or the breach thereof, the parties hereto shall use their best effort to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, any disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

It is a pleasure to be working with you toward the successful fulfillment of your professional staffing requirements.

Client Signature

Date

Client (Print Name)

Representative
Michael Molony (CEO), Talent Foragers

Date