

Sample Terms & Conditions

Thank you for the opportunity to perform search assignments for your company. This letter confirms our agreement relating to such search assignments. If these terms do not reflect your understanding of our agreement, please call us immediately.

SERVICE FEE: Our service fees are on a contingency basis and are payable only if a candidate enters into a service relationship with you or your affiliate within one year after our most recent communication relating to the candidate. The fees are on a contingency basis and are payable only if a candidate is hired (directly or indirectly) for a permanent position, or on a contract basis, through our referrals.

Our service fee is equal to 33 1/3 % of the candidate's first year's compensation, including realistic bonus potential.

GUARANTEE: We guarantee that if the service relationship between you and the candidate is terminated for any reason before the 30th calendar day after its start, we will replace the candidate, provided that you notify us in writing of all facts relating to the termination of the relationship within five (5) business days after its termination. This guarantee is not applicable if the service relationship is terminated because the position is eliminated or because you have insufficient work for the candidate. This guarantee is to allow you to satisfy yourself that the candidate has the requisite experience and qualifications, and that information provided by the candidate and other sources, directly or through us, is accurate. This guarantee shall be your only remedy.

TERMS: Our service fee will be invoiced upon the candidate's acceptance of your offer. Our terms are: net-due upon receipt of the invoice. Our guarantee is valid only if we receive payment of our service fee, in full, within ten (10) days after the date of the invoice.

Your acceptance of referrals from us shall be conclusive evidence of your acceptance of our schedule of charges, terms and conditions, unless we have signed a written modification. If collection activities are necessary, you agree to pay all expenses thereof, including reasonable attorney's fees. You consent to the jurisdiction of the courts of the state of Florida and agree that its laws shall govern our relationship.

Candidates are referred to you in confidence (direct). Should you refer or identify such a candidate to another company (Indirect) that enters into a service relationship with the Candidate, both companies shall be responsible for the payment of the service fee.