

Date: [Insert Date]

Client Name: [Insert Contact Name]

Company: [Insert Company Name]

Address: [Insert Company Address]

RE: CONFIDENTIAL RETAINED SEARCH AGREEMENT FOR [INSERT POSITION TITLE]

Dear [Insert Contact Name],

This letter confirms the agreement between [Insert Search Firm Name] ("Firm") and [Insert Company Name] ("Client") for the confidential retained executive search for the position of [Insert Position Title].

1. Scope of Work

The Firm will conduct a comprehensive search to identify, evaluate, and present qualified candidates for the specified role. This search is being conducted on a confidential basis; the Client's identity will not be disclosed to candidates until a preliminary qualification has been established.

2. Professional Fee

The total professional fee for this assignment is 33.33% [or Insert Percentage] of the placed candidate's total first-year estimated cash compensation (including base salary and projected bonus).

3. Payment Schedule

The fee is payable in three (3) installments:

- **Retainer:** One-third of the estimated total fee is due upon the execution of this agreement to initiate the search.
- **Progress Fee:** One-third of the estimated total fee is due thirty (30) days after the search commencement.
- **Final Fee:** The remaining balance, adjusted for final compensation, is due upon the candidate's acceptance of the offer.

4. Expenses

The Client agrees to reimburse the Firm for all reasonable out-of-pocket expenses incurred during the search (e.g., travel for candidates or consultants, background checks, and assessments). Expenses will be billed monthly and documented.

5. Exclusivity

This is an exclusive retained search. During the term of this agreement, any candidates identified by the Client or other sources for this position will be referred to the Firm for evaluation and inclusion in the search process.

6. Replacement Guarantee

Should the placed candidate's employment be terminated for cause or if the candidate resigns within [Insert Number, e.g., 6 or 12] months of their start date, the Firm will conduct a one-time replacement search for no additional professional fee, provided all original invoices were paid as agreed.

7. Confidentiality

Both parties agree to maintain the strict confidentiality of all proprietary information, candidate identities, and trade secrets shared during the duration of this engagement.

Please acknowledge your acceptance of these terms by signing below.

Accepted for [Insert Search Firm Name]:

Signature: _____ Date: _____

Accepted for [Insert Company Name]:

Signature: _____ Date: _____