

# RETAINED EXECUTIVE SEARCH FEE AGREEMENT

Date: [Date]

## Between:

[Search Firm Name]

[Address]

[City, State, Zip]

## And:

[Startup Company Name]

[Address]

[City, State, Zip]

## 1. Scope of Search

[Search Firm Name] ("Consultant") is retained by [Startup Company Name] ("Client") to conduct an exclusive search for the position of: [Job Title].

## 2. Professional Fees

The total professional fee for this assignment is [Percentage, e.g., 25-33%] of the placed candidate's first-year total estimated cash compensation (Base Salary + Target Bonus). The minimum fee for this search is \$[Amount].

## 3. Payment Schedule

The fee is payable in three installments:

- **Retainer/Commencement Fee:** \$[Amount] due upon execution of this agreement to initiate the search.
- **Shortlist Fee:** \$[Amount] due upon the presentation of a qualified shortlist of candidates.
- **Placement Fee:** The remaining balance, adjusted for final compensation, due upon the candidate's acceptance of the offer.

## 4. Expenses

Client agrees to reimburse Consultant for all reasonable out-of-pocket expenses incurred during the search (e.g., travel, background checks, specialized advertising). Expenses exceeding \$[Amount] require prior written approval.

## 5. Replacement Guarantee

If the hired candidate leaves the Company or is terminated for cause within [Number, e.g., 6 or 12] months of their start date, Consultant will conduct a new search for the same position for no additional professional fee, excluding expenses.

## 6. Exclusivity and Off-Limits

Client agrees that this is an exclusive search. All candidates identified by the Client or other

sources will be referred to the Consultant for evaluation. Consultant agrees not to recruit any employees from the Client for a period of [Number] months following the completion of this search.

**7. Equity/Stock Options**

If a portion of the candidate's compensation includes equity or stock options, these are typically excluded from the fee calculation unless otherwise specified here: [Specify details if applicable].

**8. Governing Law**

This agreement shall be governed by the laws of the State of [State].

**Signatures:**

For [Search Firm Name]:

\_\_\_\_\_  
Name: [Name]  
Title: [Title]

For [Startup Company Name]:

\_\_\_\_\_  
Name: [Name]  
Title: [Title]