

Date: [Insert Date]

Between:

[Recruitment Agency Name]
[Address]
[City, State, Zip]

And:

[Client Company Name]
[Address]
[City, State, Zip]

1. Scope of Service

The Client engages the Agency to identify and source candidates for the position of [Job Title]. This agreement operates on a contingency basis, meaning no fee is due unless a candidate introduced by the Agency is hired by the Client.

2. Flat Rate Fee

The Client agrees to pay the Agency a one-time flat fee of \$[Insert Amount] for each candidate hired through the Agency's services. This fee is fixed regardless of the candidate's final starting salary.

3. Payment Terms

The flat fee shall be invoiced on the candidate's first day of employment (the start date). Payment is due within [Insert Number, e.g., 15 or 30] days of the invoice date.

4. Replacement Guarantee

If the hired candidate leaves the company or is terminated for cause within [Insert Number, e.g., 60 or 90] days of their start date, the Agency will conduct one additional search for a replacement at no extra cost. This guarantee is valid only if the initial invoice was paid in full and on time.

5. Ownership of Candidates

Any candidate introduced by the Agency shall remain a "protected candidate" for a period of [Insert Number, e.g., 12] months from the date of introduction. If the Client hires the candidate for any position within this timeframe, the flat fee defined in this agreement remains applicable.

6. Confidentiality

Both parties agree to keep the terms of this agreement and all candidate information confidential.

7. Governing Law

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

Agreed and Accepted:

For [Client Company Name]:

Signature: _____

Name/Title: _____

Date: _____

For [Recruitment Agency Name]:

Signature: _____

Name/Title: _____

Date: _____