



ABC Company, Inc.
Search Agreement
for Permanent Placement

Contract No.: 123456789
August 2, 2006

Presented by:

Search Agreement for Permanent Placement

This Search Agreement for Permanent Placement ("Agreement") by and between _____ ("Client"), located at _____, and South Florida Management Search, Inc. ("South Florida Management Search"), located at 401 E. Las Olas Blvd., Suite 130-152, Fort Lauderdale, FL 33301 (collectively the "Parties" and each individually a "Party") is hereby entered into as of _____ ("Effective Date").

Scope of Agreement

South Florida Management Search is one of the premier permanent recruitment and placement companies in the state of Florida. Client would like to engage South Florida Management Search to recruit _____ to fill a vacant or newly created position with Client ("Position") on a Retained fee basis. Wherefore, this Agreement describes the relationship between the Parties with respect to Candidate permanent placement staffing services on a Retained fee basis ("Services").

1.0 Duties

- 1.1 South Florida Management Search shall search for and recruit Candidates ("Search"). It is understood and agreed that this Agreement is limited to one Search for the position noted above.
- 1.2 South Florida Management Search will identify and contact Candidates and present Candidates to Client for consideration. Client shall determine which Candidates it wishes to interview. Client shall pay all costs incurred in interviewing Candidates. Upon request, South Florida Management Search will conduct reference checks. Reference checks are made solely to assist Client in making a preliminary determination about the suitability of a Candidate. Client acknowledges and agrees that it is responsible for the hiring decision.
- 1.3 For each Candidate presented to Client by South Florida Management Search, Client shall notify South Florida Management Search within twenty-four (24) hours if any Candidate is already known to Client. Otherwise, Candidate will be conclusively presumed to have been introduced to Client by South Florida Management Search.
- 1.4 When a Position offer is made and accepted ("Placement"), Client shall promptly inform South Florida Management Search and notify South Florida Management Search of Candidate's start date.

2.0 Fees

- 2.1 The fee ("Fee") for each Placement shall be \$_____. Client agrees to pay a portion of the Fee as retainer ("Retainer") to initiate the Search. The amount of said Retainer shall be \$_____. The Retainer will be applied against the Fee due for the related Placement.
- 2.2 The Fee and Retainer (collectively, "Fees") shall be payable as follows:
 - a) Retainer: 15% of the total fee is due upon signing this Agreement and required to initiate any search.

- b) Fee: 50% of the remaining fee balance is due when a Position Agreement is finalized between Client and Candidate; 50% is due upon the Candidate's start date with Client.

South Florida Management Search will invoice Client for Fees due. Invoices shall be deemed received on the tenth (10th) day after the date of the invoice.

- 2.3 Regardless of whether or not in connection with a Search or any Position disclosed or undisclosed by Client to South Florida Management Search, if within twelve (12) months of South Florida Management Search introduction of a Candidate to Client, Candidate accepts a position with Client, whether as an employee or independent contractor, Client shall pay South Florida Management Search \$_____. All Referral Fees shall be due and payable immediately upon finalization of Candidates arrangements with Client.

3.0 Guarantee

If a Candidate fails to maintain employment with the Client for six (6) months after start of work with Client, and such failure is not due to a willful act or omission by the Client or any act of nature, South Florida Management Search will, upon notification in writing from the Client, recruit a full replacement candidate for Client for no additional permanent placement fee. Client must notify South Florida Management Search in writing of their intent to backfill the position within 30 calendar days of the Candidate's last day of employment with Client.

4.0 Terms, Termination and Cancellation

- 4.1 This Agreement shall begin on the Effective Date and continue thereafter for a period of one (1) year ("Term").
- 4.2 Either Party may terminate this Agreement with fourteen (14) days prior written notice. Should Client cancel this Agreement, the following shall apply: a) Fees paid under this Agreement are not refundable under any circumstances: b) if not paid at the time of cancellation, the Retainer shall continue to be due and payable.

5.0 General

- 5.1 This Agreement constitutes the entire agreement between the Parties with respect to the provision of Services. In the event that Client is a department or other division of an entity, then this Agreement constitutes the entire agreement between the Parties with respect to the provision of Services for that department or division only. Any changes to this Agreement must be made in writing, signed by both Parties.
- 5.2 This Agreement shall governed by the laws of the State of Florida. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Neither Party shall discriminate against any Candidate on the basis of race, age, gender, disability, religion, national origin, military/veteran status, pregnancy or sexual orientation.
- 5.3 For all notices required hereafter, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the

introductory paragraph of this Agreement or such other address as may be designated in writing.

5.4 Past due Fees and Referral Fees shall be subject to an interest charge of 1 ½ % per month. Should it become necessary to collect monies due under this Agreement, Client agrees to pay all costs of collection, including a reasonable attorney's fee.

5.5 An executed facsimile of this Agreement shall have the same effect as an original.

By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing Retained Search Agreement for Permanent Placement.

ABC Company, Inc.	South Florida Management Search, Inc.
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
_____	_____
Signature	Signature