



RECRUITING FEE AGREEMENT

Thank you for the opportunity to partner with you in order to provide recruiting and staffing solutions to fit your needs.

1. Direct Placement Terms. HireGrowth will recruit and refer qualified personnel as available and as needed for direct hire by the Client under the following terms and conditions:

- 1.1. As consideration for the service provided, HireGrowth offers two payment options. HireGrowth will either be due a placement fee in the amount equal to twenty-five percent (25%) of the placed employee's first year's base salary, including sign-on bonus, for each placement OR, one percent (1%) of the hire's annual salary per month for their first 24 months of employment. Client will be invoiced upon the employee's first day of employment. Invoices are due and payable to *HireGrowth LLC* within thirty (30) days of the employee's first day of employment.
- 1.2. In the event that the employee leaves the employ of the client within the first ninety (90) days from date of hire, for any reason other than company lay-off, HireGrowth will find a suitable replacement free of additional charge.

2. Other Terms.

- 2.1. A search may entail weeks or even months of work. Therefore, Client agrees that if a candidate submitted to Client by HireGrowth is hired either directly or indirectly within three hundred sixty five (365) days from the last discussion concerning such candidate it would be a result of HireGrowth's efforts on behalf of Client and Client agrees to pay to HireGrowth the amount identified above in Section 1.1 of this Agreement.
- 2.2. Both HireGrowth and Client agree not to pursue employees. Should either party terminate this agreement, both parties agree not to pursue those employees or clients for a term of 6 months following the date of the last invoice with client.
- 2.3. The parties affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. The parties agree not to harass, discriminate against, or retaliate against any employee of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall any party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation, the parties agree to cooperate in the prompt investigation and resolution of such complaint, and shall indemnify each other with respect to any violation.
- 2.4. Neither this Agreement nor the services to be provided hereunder shall be construed to create any relationship of employment, agency, partnership or joint venture between the parties.

- 2.5. This Agreement may not be amended, except by writing or an additional Addendum executed between HireGrowth and the Client.
- 2.6. This Agreement, and accompanying Addendums, sets forth the entire agreement of the parties and supersedes all other oral or written agreements between the parties.
- 2.7. This Agreement and services rendered with regard to the Agreement shall be deemed to have been entered into and performed at HireGrowth's company headquarters in the State of Massachusetts, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or any rights, or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Massachusetts.

If this agreement is agreeable to you, please sign, date, and email back to our attention at Elizabeth.Middleton@hiregrowth.org at your earliest convenience.

Thank you for your business.

Sincerely,

_____(sign here)
REP NAME
TITLE
DATE

Agreed and Accepted:

Payment Agreed Upon (please check your preferred option):

- ☐ Twenty-five percent (25%) of the placed employee's first year's base salary, including sign-on bonus, for each placement.
- ☐ One percent (1%) of the hire's annual salary per month for their first 24 months of employment.

Name of Employer: _____

By: _____

Title: _____

Date: _____