

Date

Client Name

Client Title

Client Company

Company Address

Contract #

Dear Name,

Below are the terms and conditions for BOYLE OGATA BREGMAN, A CA Corp. (hereinafter referred to as BOB), to conduct a search for a Title for *Valued Client* in Location.

I. Contract Date

This agreement is effective as of the later of the dates of the signatures below.

II. Services

- a) Utilizing the **Performance-Based Search System**, BOB will produce a position profile which will define the objectives for the new hire, and the evaluation criteria for candidates.
- b) When *Valued Client* has approved the position profile, BOB will devote the necessary resources to identify, screen and evaluate candidates through interviews and reference checks. This thorough and confidential search will result in our presenting qualified candidates for *Valued Client* to further evaluate, approximately six to eight weeks after approval of the position profile, in accordance with our search time line.
- c) Several written reference checks will be provided when an offer is to be extended to a candidate.
- d) BOB will negotiate and extend offers to candidates on behalf of *Valued Client*, to help ensure closure.

III. Fees

BOB's fee is one-third of the candidate's first year's total cash compensation which is defined as salary, sign-on and estimated year-end bonuses. For planning purposes, we have estimated first year's cash compensation to be \$250,000.00, which equates to an estimated fee of \$83,333.33. If the candidate's actual first year compensation is more or less than \$250,000.00, the final invoice will be adjusted accordingly.

IV. Payments

- a) Retainer: To conduct the search, BOB will be paid one-third of the estimated fee (\$27,777.77), as a non-refundable retainer fee, due upon commencement of work.
- b) Second Payment: BOB will be paid a second installment payment of \$27,777.77 when a minimum of three qualified candidates have been interviewed or are scheduled for interview, or, when *Valued Client* has elevated a candidate to finalist status, and intends to proceed to an offer. The payment of the second installment is contingent upon the accomplishment of the aforementioned goals and is non-refundable.
- c) Third Payment: The remaining fee balance will be calculated and will be due after successful placement of a candidate (candidate start date). Payments are due and payable upon presentation of invoices.

V. Expenses

Expenses authorized by *Valued Client*, and incurred during the course of the search shall be invoiced as they are incurred. Such expenses may include: interview-related candidate travel expenses and background check fees. Expense invoices are billed at cost, and due upon billing.

VI. Guarantee Period

For candidates evaluated and recommended for hire by BOB, should the placed employee resign or be terminated for just cause, within 180 days of employment, BOB will replace said employee for the same position. BOB will credit the fee paid for the original candidate against the fee due for the replacement. This is contingent upon written or verbal notification within five days of separation. If *Valued Client* hires a candidate from another source, and such candidate is not subjected to BOB's evaluation and recommendation, the guarantee will not apply.

VII. Exclusive Search Source

It is understood that BOB is the exclusive search firm on this position. If *Valued Client* discontinues the search for any reason, or fills any of the positions by other means, BOB will be paid its full fee of \$83,333.33 for the cancelled search. Discontinuation of search by client shall include (but not be limited to): notification by client to BOB to cancel search; client's hiring of a candidate for this position; lack of contact from client for a period of 60 days; or, elimination of the position.

VIII. Additional Hires

BOB's claim to a candidate presented on this contract is one year from the date of resume submittal. Should *Valued Client* interview a candidate within the one year period and eventually hire the candidate, a fee of one-third of the candidate's first year's annual compensation is due.

IX. Equal Opportunity Law

In accordance with federal and state equal opportunity laws, we will refer all qualified candidates, without regard to race, color, sex, age, national origin, physical handicap or medical condition.

X. Resolution of Disputes

We look forward to an excellent working relationship and satisfactory completion of this project. Should any dispute arise out of this agreement that results in legal action, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs. The location of this contract is Irvine, CA.

I acknowledge and accept the terms and conditions as set forth above.

Michael Boyle

BOYLE OGATA BREGMAN, A CA Corp. by:
Michael Boyle - Founder
Ryan Boyle - President
Date:

Valued Client by:
Name: _____
Title: _____
Date: _____