



CONTRACT FOR SEARCH SERVICES

Between [CLIENT FIRM] and David J. Hollinger Associates LLC, DBA Hollinger Jobs

Hollinger is pleased to provide search services for [CLIENT FIRM] according to the following schedule:

Commissions: Hollinger charges a commission/fee of 25% of the annual cash compensation for a recruiting assignment.

Guarantees: Hollinger guarantees and agrees to be fully responsible for the search and placement of the hired individual from the starting date of employment for a period of 90 calendar days. Guarantees are contingent upon Hollinger having received full and proper payment of the commission, as well as, the client's immediate notification of a pending termination or termination. Unless otherwise stated in writing, recruiting fees are due within ten days of the starting date of employment. Within the guarantee period, we will replace the initial hired individual, in the position contracted for, at no additional charge to the client except for agreed upon out of pocket expenses. Should the client be unable to accept a replacement at that time, they may request a refund. Commissions are considered fully earned at the end of the guarantee period.

Notice of Acceptance of a Referral: The employer shall acknowledge both receipt of the candidate's resume or additional info, including verbal, and advise Hollinger of any conflicts with the candidate within one (1) business day. Upon acceptance of a referral, and provided that there are no conflicts, referrals are considered valid and binding on the client for any employment with the referred candidate within a period of one year from the date of referral or from the last contact date or interview date, whichever is the most recent chronological event. Should an individual(s) that Hollinger proffers to [CLIENT FIRM] be hired as an employee, offered a contract assignment or a consulting role, or on a 1099 basis, Hollinger will expect to be paid its standard, agreed-upon fee.

Non-Discrimination: Hollinger refers qualified candidates without regard to race, color, religion, national origin, marital status, sexual orientation disability or handicap.

Independent Contractor: It is understood that Hollinger is an independent contractor to the Employer. By this Agreement, Hollinger is not granted and does not assume any authority or obligation with respect to the terms and conditions of employment between a hired candidate and the Employer. This section does not affect the terms and conditions otherwise set forth in this Agreement.

Release: Regarding candidates referred by Hollinger, Hollinger cannot be held responsible for changes that occur in the location of a position (move the office), the job description, the job responsibilities, reporting structure (i.e., chain of command), the disability or the death of a hired candidate. Additionally, Hollinger neither provides nor conducts background checks for a candidate, either referred or hired. It is solely the responsibility of the prospective employer(s) to conduct the aforementioned background (including criminal), credit or reference checks. Additionally, Hollinger neither warrants nor becomes responsible for any data either known or unknown within a background (including criminal), reference or credit check for a referred candidate. Further, Hollinger will not be held liable or responsible for any losses, injuries, claims, demands, liabilities, obligations, suits, penalties, forfeitures, costs, or expenses, including attorney's fees, which are imposed upon, incurred by, or asserted against the Employer, or any of it's agents or affiliates, which are based in whole or in part upon the intentional or negligent act of a hired or referred candidate.

Attorney's Fees: In the event Hollinger is required to initiate a civil action to recover unpaid fees charged pursuant to this Agreement and should Hollinger prevail, the Employer agrees to pay court costs and reasonable attorney's fees incurred in connection therewith.

This agreement covers one year from the date below and automatically renews unless canceled by either party in writing with 90 days notice.

John R. Huttner
President and CEO
Hollinger Jobs

[Handwritten signature]

[CONTACT]
[TITLE]
[CLIENT FIRM]

Signature _____

Date _____