

Brainz LLC

RETAINED SEARCH AGREEMENT

This is a retained search agreement between (Company,) \_\_\_\_\_ of  
(Company Address,) \_\_\_\_\_ and \_\_\_\_\_, of  
(Address) \_\_\_\_\_ for the position of (Position Name)  
\_\_\_\_\_, which was procured from, (Company Representative) on  
Date \_\_\_\_\_

Brainz LLC agrees to:

1. Use all its resources to secure qualified potential candidates for the above position(s).
2. Pay all ordinary expenses such as recruiting will incur. Any extraordinary expenses will be underwritten by Brainz LLC \_\_\_\_\_ on a case by case basis. Company approval required.
3. Comprehensive check business and personal references for all referred candidates.
4. Replace the hired candidate free of charge if the person fails to satisfy the position requirements within the first 45 days of employment. All fees must be paid on time to maintain agreement.
5. Provide candidates for consideration within 45 days of initiating this search.

Company agrees to:

1. Pay a search fee of Fee. This is an estimate based on a percentage fee and a salary.
2. Pay the fee in the following terms:  
Amount due upon initiation of the contract; balance due upon new hire's start date. Should position designated on this contract be filled by means other than Brainz LLC referral, no further fees will be due Brainz LLC. Deposits paid Brainz LLC for this search will be applied to the next search completed. Positions filled by Brainz LLC referrals will require the balance of the fee to be paid upon new hire's start date.
3. Maintain a close working relationship with Brainz LLC.  
Throughout the completion of their assignment and to defer during the screening and evaluation process to Brainz LLC expertise, and interview the qualified candidates presented by Brainz LLC including preparation and presentation of the offer

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Your Company Name

Date \_\_\_\_\_

Date \_\_\_\_\_