



## Direct Hire & Placement Services Agreement

This Direct Hire and Search/Placement Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ ("Client"); located at \_\_\_\_\_ and Surestaff LLC, Surestaff Services, LLC, Pillar Staffing, LLC or it's assigns ("Surestaff") with principal offices at 650 E Devon Ave., Itasca, IL 60143 to outline terms and provisions for Surestaff to provide Client Direct Hire and Placement services to Client.

**Agreement:** Under the terms of this Agreement, SureStaff will recruit, interview, and refer candidates that are deemed suitable for employment consideration. SureStaff may refer candidates by providing resumes or candidate profiles, which may include Candidates' education, experience, and technological, managerial and/or responsibility skills.

**Candidate Search:** Client will provide a candidate profile, summary of responsibilities, or job description for the position including any experience, qualifications, degrees, licenses, or salary information required. Client agrees to provide additional information and feedback if reasonably requested by Surestaff to refine the candidate search or to ensure qualifications. We will use reasonable and diligent efforts to find a candidate that meets your criteria and submit information to you in the format you reasonably request.

**Fees:** Fees for our services are paid on a contingency basis and are payable only if you hire a Candidate, directly or indirectly, or use the services of our Candidate within one (1) year of our referral. The fee is also earned in the event the Client refers the Candidate to another company who hires the Candidate. Surestaff's Direct Hire fee is **15 percent (15%)** of the candidate's first year estimated annualized gross earnings including base salary, commissions, draws, guarantees, etc. Your prior receipt of a candidate's resume or other materials from the candidate or any other source (including another recruiter, electronic job board, social network site or media sits, or Your employee) and Your prior consideration of the candidate for employment shall not affect your obligation to pay the fee.

**Payment Terms:** We will invoice you for our services when you and the Candidate agree to enter into the employment relationship. Payment is due in-full within fifteen (15) days after the date of employment or service. The guarantee referred to below is valid only if we receive payment of our fee, in-full, within fifteen (15) days from the Candidate/Employee's start date or the service commencement date.

**Replacement Search Guarantee:** In the event the Candidate's employment is terminated or resigns, for any reason other than lack of sufficient work or a company reorganization, within the first **thirty (30) days** of the date of Candidate's employment, Surestaff will use our best business efforts to find a suitable replacement equal to Candidate's requirements at **NO FEE TO THE CLIENT**.

**Responsibilities:** Client understands and agrees that Surestaff will not at any time be responsible for any wages, taxes, unemployment, benefits, worker's compensation or any other liabilities or insurance coverage related to the compensation and employment of the Candidate(s). Surestaff will use reasonable efforts to provide qualified Candidates based on standard Surestaff screening requirements along with any customized screening designated by Client, as necessary. A Candidate that is employed by Client becomes Client's direct employee, and at no time is the Candidate to be considered an employee of Surestaff. Surestaff is an Equal Opportunity Employer. Hiring decisions are made based on a candidate's qualifications, ability, and willingness to do the work and in accordance with federal and state equal opportunity laws; we will refer Candidates without regard to race, color, national origin, gender, age, physical handicap, medical condition, or other such parameters prohibited by law.

**Termination:** Either party may terminate this Agreement with a thirty (30) day written notice. Client is still responsible for all outstanding invoices, even after any such termination.

**ACKNOWLEDGED:** I am an authorized representative of Client and agree to the terms and conditions set forth above. If not signed by Client, then I agree that Client's acceptance of services of Candidate will be deemed to constitute Client's agreement to the above terms.

### Client

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Surestaff, LLC; Surestaff Services, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_