

## (SAMPLE) SEARCH SUMMARY OF AGREEMENT

Client: Position: Environmental Engineering Director Retainer: 2nd Payment due: before an employment offer is extended: 3rd payment due: ten (10) days after employment offer is accepted: Total Search Fee:	Exclusive Period: 180 Days \$,000.00 \$,000.00 (*\$,000 w/2 <sup>nd</sup> retainer) \$,000.00 (*\$,000 w/2 <sup>nd</sup> retainer)
Guarantee Period: One (1) Year *If client moves forward a retainer for a second search at any time prior to the initial search final payment due date, the total fee for the initial search will be reduced to \$,000 and the final payment will be reduced to \$,000.	
1. This initial search is exclusive. For you, "exclusive" means you will not give this assignment to another search firm, or hire through any source other than Executive TalentHunt, Inc. (ETI) during the exclusive period. Should you hire a candidate from another source during the exclusive period, ETI will still be entitled to its entire search fee. Once you have signed this agreement and paid the retainer, that period begins as soon as you instruct us to begin the search If a decision is made to cancel (or postpone) a search within twenty-one (21) days of the receipt of the retainer payment, the retainer payment can be moved to a new search project. If we both agree to continue work on the assignment beyond the exclusive period, a new exclusive period, of the same length will begin again. We can repeat this process as often as you require.	
2. We will advance costs and expenses on your behalf. There will be no additional expense without full knowledge and approval of client.	
3. You will give us your full cooperation. This includes making your principals and other personnel available for telephone conferences or candidate interviews when scheduled. This also includes giving us information on everything you expect a successful candidate to have in the way of experience and qualifications, along with a full job description including pay and benefits, complete and accurate enough to complete the search by the date we have targeted as the successful candidate's first day of work. You will also pay all payments when due and be liable for all legal and collection costs.	
4. We guarantee our performance. We guarantee that any candidate you hire under the terms of this agreement will not leave voluntarily, or be discharged due to misconduct or unsatisfactory performance (determined according to reasonable standards) during the guarantee period. In honoring this guarantee, we will repeat the entire search process at no extra charge, except for preapproved additional costs and expenses. This is your exclusive remedy under our guarantee. You will not be entitled to any refund of fees or costs and ETI shall not be liable for any compensatory or other damages resulting from the employment of the candidate.	
5. You guarantee your performance. If you do not give us full cooperation in filling your position, we will consider any payments made to be payment in full for our services. If you hire any candidate, as a result of our referral, within one (1) year of the date upon which we advised you of the candidate's availability, for any position with your company or with any subsidiary, affiliate or related company, you are obligated to pay <b>ETI</b> the total search fee as stated above.	
6. <b>Important:</b> Keeping your guarantee active. We will honor our guarantees to you as long as you abide by this agreement. All that is required is to pay all payments of each search fee as agreed to above and your final expense bill, and tell us within five working days of the candidate's last day of work if they are terminated.	
For Client Company/Organization:	For Executive <b>Talent</b> Hunt, Inc.:

Date

President

Client Authority

Date