

RECRUITMENT AGENCY SERVICE AGREEMENT

Location: _____ Date: _____

PARTIES:

Recruitment Agency Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Client Company:

Company Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

1. SERVICES TO BE PROVIDED

The Recruitment Agency agrees to provide professional recruitment services to the Client Company in sourcing, screening, and presenting qualified candidates for employment positions as requested by the Client. The Agency will perform its services in compliance with all applicable laws and regulations.

2. CLIENT'S OBLIGATIONS

The Client agrees to provide accurate information regarding the job positions, candidate requirements, and any other relevant details necessary for the Agency to perform its duties. The Client shall make employment offers and decisions at its sole discretion.

3. FEES AND PAYMENT TERMS

The Client agrees to pay the Recruitment Agency a fee equal to _____% of the hired candidate's first-year gross annual compensation. Payment is due within thirty (30) days of the candidate's start date. If the Client hires a candidate referred by the Agency within twelve (12) months of the referral date, the fee applies.

4. GUARANTEE AND REPLACEMENT

If the hired candidate voluntarily terminates employment or is terminated for cause within ninety (90) days from the start date, the Agency will use reasonable efforts to provide a suitable replacement candidate at no additional fee, subject to the Client having paid all fees due under this Agreement.

5. CONFIDENTIALITY

Both parties agree to keep confidential all proprietary and personal information related to candidates, business operations, and other sensitive information obtained during the course of this Agreement. This obligation survives the termination of this Agreement.

6. NON-SOLICITATION

The Client agrees not to directly solicit or hire employees or contractors of the Recruitment Agency for a period of twelve (12) months following the termination of this Agreement without the Agency's prior written consent.

7. TERM AND TERMINATION

This Agreement shall commence upon execution and continue until terminated by either party with thirty (30) days written notice. Termination shall not affect obligations incurred prior to termination, including payment of fees.

8. LIABILITY LIMITATION

The Recruitment Agency shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to the services provided under this Agreement. Agency's total liability shall not exceed the total fees paid by the Client.

9. COMPLIANCE WITH LAWS

Both parties agree to comply with all applicable federal, state, and local laws and regulations in the performance of their obligations under this Agreement, including but not limited to employment laws, anti-discrimination statutes, and privacy regulations.

10. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party from any claims, damages, liabilities, costs, or expenses arising from breach of this Agreement or negligent or wrongful acts or omissions in connection with the performance hereof.

11. INDEPENDENT CONTRACTOR

The Recruitment Agency is an independent contractor and nothing contained in this Agreement shall be construed to create a partnership, joint venture, employer-employee relationship, or agency relationship between the parties.

12. ASSIGNMENT

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that the Recruitment Agency may assign this Agreement to an affiliate or in connection with a merger or sale of substantially all its assets.

13. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction of state and federal courts located in _____ County, _____ for any disputes arising hereunder.

14. DISPUTE RESOLUTION

The parties agree to attempt to resolve any dispute arising under this Agreement through good faith negotiations. If unresolved, disputes shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association.

15. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to its subject matter. This Agreement may be amended only in writing signed by authorized representatives of both parties.

17. NOTICES

All notices under this Agreement shall be in writing and deemed to have been duly given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or email with confirmed receipt, to the addresses set forth above or such other addresses as either party may designate in writing.

18. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Recruitment Agency Service Agreement as of the date first written above.

RECRUITMENT AGENCY SIGNATURE

CLIENT COMPANY SIGNATURE

Signature: _____

Signature: _____

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