

Date:

Name:

Company:

Contact Number:

## Contingency Agreement

Thank you for choosing Park Avenue Group for all your staffing needs. As part of our service to you, we are providing this confirmation of our agreement. As was stated, our service fee is on a contingency basis. It would be payable only if a candidate enters into a service relationship with you or your affiliate within one year after our most recent communication relating to the candidate.

Our service fee is equal to 30% of the candidate's first year total compensation package.

We provide you with this guarantee: If the service relationship between you and the candidate is terminated before the 30<sup>th</sup> calendar day after its start, we will replace the candidate, provided you give us written notice of the termination and reasons within 5 business days after termination and you paid our fee when due.

Since you will determine whether you are satisfied that the candidate has the requisite experience and qualifications for your needs, and that information provided by the candidate and other sources, directly or through us, is accurate, this guarantee is provided as your sole remedy if you are dissatisfied.

Our service fee, which will be invoiced when you and the candidate agree to enter into the service relationship, will be due in full within 15 days after the date the candidate formally accepts your offer and resigns their position. Additionally, if the service fee is not received within 10 days of the due date the guarantee will be void.

If collection activities should become necessary, **the fee would be adjusted to our standard fee plus all related expenses**, such as reasonable contingent and/or non-contingent attorney's fees. Because we will be performing our services in the State of Florida, its laws would be applicable to our relationship, and its courts would have jurisdiction over both of us.

The candidates will be referred to you in confidence, and we ask that you not refer or identify them to any other company. Should you do so, and the other company enters into a service relationship with the candidate, both companies would be responsible for the payment of the service fee. If a candidate we refer to you reveals the name of any other person during the interviewing process, that person is considered a referral from Park Avenue Group. Should you choose to enter a service relationship with that person, you will be responsible for the payment of our service fee for that referral according to the terms of this contract.

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The following definitions are applicable to this Agreement: "Candidate" means a person referred to you by us, directly or indirectly. "Refer" means the disclosure by us of the identity of a candidate by any means, orally or in writing. "Service relationship" means your engagement of the services of the candidate in any capacity, for any position, including as an employee, independent contractor, consultant, or other representative. "First year's compensation" means a reasonable estimate of all compensation expected to be earned by the candidate during the first year of the service relationship, including wages, salary, draw, fees, commissions, bonuses, and incentives. It is to be determined as of the time when the service relationship is to begin, and would not be increased or decreased thereafter.

Your prior receipt of a candidate's resume or other materials from the candidate or any other source shall not affect your obligation to pay our service fee, unless the candidate was under active consideration for this position by you at the time of our referral, as evidenced by scheduled interview times.

If these terms do not reflect your understanding of our agreement, please call us immediately. Unless we provide you with a modifying letter, we will rely on your acceptance of referrals from us as establishing that you have accepted these terms.

We do not discriminate in the acceptance or referral of candidates on the basis of race, color, religion, sex, age, national origin, marital status, disability, or other protected characteristic.

Thank you for the opportunity to serve you.

Very truly yours,

Park Avenue Group, Inc.

By:



Stacy L. Ethun, President/CEO

Accepted and acknowledged by:

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Name/Title/Date

Please fax signed copy to 407 629 6424