

Date:

Name:

Company:

Contact Number:

Priority Search Agreement

Thank you for choosing Park Avenue Group for all your staffing needs. We are pleased to provide, as part of our service to you, this confirmation of our agreement. Our service fee is on a priority search basis which requires a deposit of **\$5,000 per position** upon execution of this Agreement. If you retain the services of a candidate we have referred to you in any capacity, you will pay us a **Total Service Charge of 30% of the candidate's first year total compensation**, less a credit equal to the amount of the deposit.

Client agrees that this search assignment will be conducted by Park Avenue Group, Inc., on an exclusive basis for the duration of the search and all potential candidates, direct inquiries, or changes in the status of the search will be shared with Park Avenue Group, Inc., as soon as possible.

Client agrees to submit any internal or external candidates into the search process so they can be evaluated in a like manner to candidates sourced by Park Avenue Group. If, after all candidates have been evaluated during the interviewing process, the clients' referral is chosen for hire, we will reduce our fee in half and apply any engaged deposit to this fee.

In providing candidates for the position, we will source candidates, match their qualifications to those you desire, check the references of candidates in whom you are interested, create a list of 2 to 3 recommended candidates, communicate directly with your representatives, and assist you throughout the hiring process.

If Park Avenue Group, Inc., presents at least 2 to 3 qualified candidates within a 90 day period but the client refuses to interview said candidates within a seven day period, NO PORTION OF THE RETAINER FEE SHALL BE REFUNDED TO THE CLIENT.

If Park Avenue Group, Inc., believes it cannot successfully complete the search or we have been unsuccessful in presenting 2 to 3 qualified candidates within the agreed upon time frame (90 days), we will withdraw from the search by returning all funds in excess of \$1,000.00 to cover expenses.

In the event that Client elects to discontinue the search for any reason and does not fill the position within **90** days of written notification to Park Avenue Group, Inc., of the discontinued search, then Client will have no payment obligation beyond payment of the **engaged deposit**.

We provide you with this guarantee: If the services of the candidate are terminated for any reason, other than elimination of the position or lack of work, within **90** days after the date that the candidate is to begin, we will present 2 additional qualified candidates as the potential replacement for the terminated candidate. We will do so within **60** days after you send us a written notice of the termination of the candidate and the reasons for such termination. You will only be responsible for expenses related to hiring the replacement candidate." Qualified Candidate" means candidate who possesses the material qualifications of the position to be refilled, as described in the Description of Position. This guarantee is to allow you to satisfy yourself that the candidate has the requisite experience and qualifications, and that information provided by the candidate and other sources, directly or through us, is accurate and will be your sole remedy.

The remainder of 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 this date the guarantee will be void.

If collection activities should become necessary, the fee would be further adjusted to include any related expenses, such as reasonable 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.

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 service of the candidate in any capacity, 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.

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 of 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:

Park Avenue Group

EXECUTIVE SEARCH AND CONSULTING

It's who you know ...

Name/Title/Date

Provided by: Park Avenue Group, Inc.
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www.parkavegrp.com

Please fax signed copy to 407 629 6424