

RECRUITMENT AGENCY CONTRACT AGREEMENT

Location: _____ Date: _____

Agency Information:

Agency Name: _____

Business Address: _____

Contact Person: _____

Phone/Email: _____

Client Information:

Client Name: _____

Business Address: _____

Contact Person: _____

Phone/Email: _____

Contract Details:

Position(s) to be Filled: _____

Number of Candidates: _____

Recruitment Fee: _____ USD

Payment Terms: _____

Clause 1 – Appointment

The Client hereby appoints the Recruitment Agency as its exclusive agent to identify and introduce suitable candidates for the position(s) described herein. The Agency accepts this appointment and agrees to provide recruitment services in accordance with the terms of this Agreement.

Clause 2 – Agency Obligations

The Recruitment Agency will use its professional skills and efforts to identify qualified candidates who meet the Client's specifications. The Agency shall comply with all applicable laws and regulations in the performance of its services.

Clause 3 – Client Obligations

The Client agrees to provide timely and accurate information regarding the positions to be filled and to cooperate with the Agency in the recruitment process. The Client shall not engage any candidate introduced by the Agency without notifying the Agency and compensating the Agency as provided herein.

Clause 4 – Introduction and Referral

An introduction occurs when the Agency presents a candidate's details to the Client and the Client acknowledges receipt. The Client agrees to notify the Agency promptly of any offer of employment or engagement made to such candidate.

Clause 5 – Fees and Payment

The Client shall pay the Recruitment Agency a fee as specified above for each candidate engaged by the Client within twelve (12) months of introduction. Payment is due within thirty (30) days of the candidate's start date or engagement.

Fees are non-refundable.

Clause 6 – Guarantee and Replacement

If a candidate’s employment or engagement terminates within ninety (90) days from the start date for any reason other than redundancy or restructuring, the Agency will provide one replacement candidate at no additional fee, subject to the Client’s full payment of the original recruitment fee.

Clause 7 – Confidentiality

Both parties agree to treat all information received in connection with this Agreement as confidential and not disclose it to third parties except as necessary for performance of this Agreement or as required by law.

Clause 8 – Non-Solicitation

The Client agrees not to solicit or employ any employee or contractor of the Recruitment Agency involved in providing services under this Agreement for a period of twelve (12) months following termination of this Agreement without the Agency’s prior written consent.

Clause 9 – Term and Termination

This Agreement shall commence on the effective date and continue until terminated by either party with thirty (30) days’ written notice. Termination does not affect the Client’s obligation to pay fees for candidates introduced prior to termination.

Clause 10 – Liability and Indemnity

The Agency shall not be liable for any loss or damage arising from the introduction or engagement of candidates. The Client agrees to indemnify and hold the Agency harmless against any claims arising from employment decisions or actions related to candidates.

Clause 11 – Compliance with Laws

Both parties shall comply with all applicable federal, state, and local laws including anti-discrimination, immigration, and labor laws in the performance of this Agreement.

Clause 12 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. The parties consent to the exclusive jurisdiction and venue of state and federal courts located in _____ County, _____ for any dispute arising from this Agreement.

Clause 13 – Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior agreements, arrangements, or understandings, whether oral or written.

Clause 14 – Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

Clause 15 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that reflects the parties’ original intent as closely as possible.

Clause 16 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control,

including acts of God, government actions, labor disputes, or other unforeseen events.

Clause 17 – Notices

All notices under this Agreement shall be in writing and sent by hand delivery, nationally recognized overnight courier, certified mail, or electronic means with confirmation to the addresses provided by the parties.

Clause 18 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

Clause 19 – Relationship of the Parties

The Agency is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between the parties.

Clause 20 – Signatures

The parties have executed this Agreement as of the date first written above, intending to be legally bound.

AGENCY REPRESENTATIVE SIGNATURE

CLIENT REPRESENTATIVE SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://docs-professionals.com/recruitment-agency-contract-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-professionals.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.