



Retained Search Fee Agreement Executive Search

This retained search fee agreement is commencing on _____ between Legacy MedSearch and _____. If these terms do not reflect your understanding of our agreement, please call us immediately.

1. **RETAINED SEARCH TERMS & EXCLUSIONS**

Our service fees are on an exclusive, retained basis and are billed as follows when a candidate enters into a service relationship with you or your affiliate within one year after our most recent communication relating to the candidate based on the following schedule:

- COMMENCEMENT: 1/3 to initiate the search
- FACE TO FACE: 1/3 upon face to face interview
- START DATE: Remainder of 30% for North America and 35% for Outside of North America due within 7 calendar days of start date

2. **EXECUTIVE SEARCH POSITIONS**

See Addendum B

3. **SERVICE FEE AND EXPENSES**

Our service fee is equal to thirty percent (30%) for North America and thirty-five percent (35%) for Outside of North America of the candidate's first year's base compensation.

Pre-approved coach class airfare expenses and business class hotel accommodations for travel to client site, trade show attendance requested by client, or in-person candidate interviews requested by client shall be billed directly to client.

4. **REPLACEMENT GUARANTEE**

If the service relationship between you and the candidate is terminated, we will replace the candidate, provided that you notify us in writing of all facts relating to the termination of the relationship within five (5) business days after its termination under the following remuneration schedule:

- 100% - Before the 30th calendar day of employee start date
- 50% - After the 31st calendar day of employee start date but before the 90th day
- 25% - After the 91st calendar day of employee start date but before the 360th day
- 10% - After the 361st calendar day of employee start date but before the 1800th day

This guarantee is not applicable if the service relationship is terminated because the position is eliminated or because you have insufficient work for the candidate. 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. THIS GUARANTEE SHALL BE YOUR SOLE REMEDY.

Should final payment(s) not be received in our office within 7 calendar days of candidate start date this replacement guarantee will be void.

Your acceptance of referrals from us shall be conclusive evidence of your acceptance of our schedule of charges, terms and conditions, unless we have signed a written modification. If collection activities are necessary, you agree to pay all expenses thereof, including reasonable attorney's fees. You consent to the jurisdiction of the courts of the state of Florida and agree that its laws shall govern our relationship.



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5. PRIOR RECEIPT OF CANDIDATE

Your prior receipt of a candidate's resume or other material from the candidate or any other source, shall not affect your obligation to pay our service fee, unless the candidate was under active consideration by you for this position at the time of our referral as evidenced by scheduled interviews within the last 90 calendar days and identified, in writing, within 10 calendar days of this agreement.

6. CONFIDENTIALITY

Candidates are referred to you in confidence. Should you refer or identify such a candidate to another company that enters into a service relationship with the Candidate, both companies shall be responsible for the payment of the service fee.

7. DEFINITIONS

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, 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 salary and bonuses. The estimate is to be determined as of the time when the service relationship is to begin, and shall not be increased or decreased thereafter.

8. PERFORMANCE GUARANTEE

If Legacy MedSearch fails to present at least two (2) qualified candidates within ninety (90) calendar days from the date the search begins, Legacy MedSearch shall refund to the client the second Retainer fee payment. The search start date will be one business day after the date both the executed search retainer agreement and the retainer fee are received by Legacy MedSearch.

If at least two (2) qualified candidate(s) are presented within ninety (90) calendar days from the date the search begins, but client fills a position through its own efforts or through another source, there will be no refund.

If Legacy MedSearch presents at least two (2) qualified candidates within ninety (90) calendar days from the date the search begins but client either: (1) fails to interview said candidates within ten (10) business days from the date of initial candidate presentation, or (2) fails to complete the interview process to the point of making an offer to enter into a service relationship within (10) calendar days from the date of initial candidate presentation, client shall not be entitled to any refund.

9. EQUAL OPPORTUNITY

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.



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Please E-Sign or print, sign, and then fax this agreement to (407) 540-9775 OR return by email with a phrase indicating your approval in the subject line. By electronically or physically signing this Agreement, you agree to the Terms and Conditions as stated herein as an authorized representative of your company.

Paula Rutledge
President | Legacy MedSearch
Paula@LegacyMedSearch.com
407-898-4440
407-591-3026 (Direct)

Date

Authorized Approval on Behalf of: _____

Signature

Date



Addendum A

COMPANY:			SEARCH COMMENCEMENT DATE			
POSITION:						
Title			** Confidential Search?	***Retainer:		
Base Salary	Low	High			Advertised \$ Amount	
Estimated Bonus/Commission \$	Low		High			
Estimated Total Year 1	Low	High	Advertised FY \$	Midpoint / Comments		
Sign On Bonus	Low		High			
Car/ Car Allowance	Company Car?		Allowance/Mo – Amount \$	Mileage Reimbursement Amount		
Benefits	Materials available (email, if possible)		Insurance	Stock Options Amount		
Special Circumstances for this Position						
Relocation Options (Yes/No)	Materials available?	Moving Expenses	Temporary Housing	House Hunting Trip		
Relocation Amount (Estimated)	Grossed up? Y/N	Fam Trip	Temporary Housing	Real Estate Fees		
Executive Incentives (If any)						
Location of Position			Location*:			
<i>Home Office</i>	<i>Field</i>	<i>Virtual</i>	Details:			
Comments:						

* If location changes or there is a change in any of the factors in the shaded areas above, the search timeline will be re-set
 ** If confidential, every attempt will be made to insure the confidentiality of this search; however, we cannot guarantee
 *** Retainer amount to be billed \$

Date	Legacy MedSearch	Date
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100 West Lucerne Circle
Suite 600
Orlando, FL 32801
(407) 898-4440

Addendum B to Engaged Search Investment Agreement Executive Search

You wish us to recruit Candidates for the positions listed below under terms and conditions previously agreed upon in Master Search Fee Agreement. Master Agreement terms and conditions will be in adherence for any additional position not listed below, _____ wishes Legacy MEDSearch to recruit for:

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TYPE SEARCH:

This is a **CONFIDENTIAL** search and will not be advertised. Candidates will not be informed of the company name until candidate has indicated an interest. In the case of a confidential search, while the utmost of care will be taken to protect the confidentiality of the company and this search, we cannot guarantee that employees or others will not become aware of this search during the course of the search.

This is an **OPEN** search and will be advertised. Methods used in the search will be chosen by Legacy MedSearch. Unless given written instructions to the contrary, those resources may include print advertising and/or Internet postings. _____, reserves the right to editorial control of any marketing collateral created for the recruitment of positions beyond typical print advertising and Internet postings.

Please E-Sign or print, sign, and then fax this agreement to (407) 540-9775. By electronically or physically signing this Agreement, you agree to the Terms and Conditions as stated herein as an authorized representative of your company.

Paula Rutledge
President | Legacy MedSearch
Paula@LegacyMedSearch.com

Date

Authorized Approval on Behalf of:

Date