



3273 Claremont Way
Napa, CA 94558
(707) 224-5468
(800) 675-7080
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4717 Mangels Blvd
Fairfield, CA 94534
(707) 421-0110
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FAX (707) 421-0890

Visit Our Website
www.1alkar.com

TERMS & CONDITIONS AGREEMENT

FEES AND EXPENSES: CLIENT agrees to pay a placement fee to ALKAR HUMAN RESOURCES (“ALKAR”) based on the candidate’s projected first year compensation, including estimated commissions and bonuses, and any signing bonus as follows.

<u>With annual earnings of:</u>	<u>Fee %</u>
Up to \$39,999	15%
\$40,000 and above	20%

ALKAR HUMAN RESOURCE’S fee is earned if the firm is a cause of a candidate accepting a position with CLIENT, or any related company, in any capacity, as employee, consultant, or independent contractor within one year from the referral date.

In addition to any fees, CLIENT agrees to pay all reasonable CLIENT preapproved expenses incurred by ALKAR related to the performance of its services under this agreement.

PAYMENT TERMS: CLIENT agrees to pay all placement fees and related expenses within 10 days after candidate’s start date. Interest of 1% per month will be charged on unpaid fees more than 30 days past due. CLIENT agrees to reimburse ALKAR for all reasonable costs of collection, including attorney fees.

REPLACEMENT GUARANTEE: In the event the employment of a candidate referred to CLIENT under this agreement lasts less than 30 calendar days, and provided that all fees and expenses relating to such referral have been paid, ALKAR will attempt to refer a replacement candidate for the same position at no additional charge to CLIENT.

REFUNDS/CREDITS: In the event the candidate’s employment lasts less than 90 calendar days, and if CLIENT notifies ALKAR in writing of the termination within 10 days thereafter, ALKAR shall be entitled to one ninetieth (1/90) of its fee for each day upon which candidate was employed by CLIENT, and ALKAR shall refund the balance of the fee to CLIENT.

CONFIDENTIALITY OF REFERRALS: All candidate referrals made by ALKAR are made on a confidential basis and CLIENT shall hold ALKAR harmless from any liability resulting from CLIENT’S unauthorized disclosure or misuse of information regarding any candidates or their candidacy.

BACKGROUND CHECKS: ALKAR will conduct background checks on candidates as requested by CLIENT. Requests must be in writing and must specify the scope of the background check requested. All background checks will be conducted at CLIENT’S expense unless otherwise agreed upon.

CONFIDENTIALITY OF CLIENT INFORMATION: ALKAR agrees to maintain the confidentiality of any nonpublic proprietary client information that it may obtain in the course of performing services under this agreement and shall hold CLIENT harmless from any claim, loss, or liability resulting from ALKAR’S unauthorized disclosure of such information.

NO-HIRE AGREEMENT: ALKAR agrees that, during the term of this agreement and for one year following its termination, ALKAR will not recruit or solicit any employee of CLIENT to fill a position for another client of ALKAR.



TERMS & CONDITIONS AGREEMENT

NON-DISCRIMINATION: ALKAR does not discriminate in referrals, or consent to discrimination by its clients, against any candidate on the basis of age, race, color, religion, disability, sex, national origin, or veteran status.

AGREEMENT FOR SEARCH, RECRUITMENT, AND PLACEMENT SERVICES

GOVERNING LAW: This agreement will be governed by and enforced in accordance with the laws of the state of California. The parties agree that state and federal courts within the state of California shall have the exclusive jurisdiction over any litigation brought or arising out of this agreement.

COST OF ENFORCING AGREEMENT: In the event ALKAR institutes litigation to enforce its rights under this agreement and is the prevailing party in such litigation, ALKAR shall be entitled to costs of suit and reasonable attorney fees incurred by it in connection with such litigation.

TERMINATION AND SURVIVAL OF CERTAIN PROVISIONS: This agreement may be terminated by either party at anytime. However, CLIENT shall remain liable to ALKAR for all fees and expenses due under this agreement for any candidate referred to CLIENT, its affiliates, parents, or subsidiaries, prior to termination. All other provisions of this agreement that by their terms extend beyond the termination of this agreement shall survive such termination and remain in full force and effect.

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CLIENT

By: _____
Print name and title of client rep

Print name of client company

Sign and print date

ALKAR HUMAN RESOURCES

By: _____
Print name and title

Print name of ALKAR

Sign and print date

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