

Standard Agreement

RECRUITMENT -- FARM & RANCH PERSONNEL, LLC

1. **REFERRALS:** Following the receipt of a job order, Farm & Ranch Personnel will recruit, screen, and refer qualified candidates to the client company in a manner mutually agreed upon. "Referral" is a general term for bringing a candidate -- by name -- to the employer's attention. A referral is binding, unless the employer contacts Farm & Ranch Personnel within 24 hours of receiving the information, and establishes prior knowledge of the referred applicant. Once the job order is placed, employer agrees to respond to the Farm & Ranch Personnel referral process, to include conducting interviews of recommended candidates. Interviews, by phone or in person, will be coordinated through Farm & Ranch Personnel.
2. **AMOUNT OF FEE:** Service fee will be 8% for non-management placements, and 10% for management and professional placements, of projected annual gross earnings, to include all taxable income (wages, commissions, tips, bonuses, etc). Where possible commissions or other incentives are involved, final fee will be based on average total income over the first 90 days of employment. Employer may be required to provide documented proof of gross income upon request. A placement occurs when the candidate is hired, as an employee or contractor, by the client company or any division or subsidiary of that company, to any position (even if not the position originally listed), within 18 months of the original referral date, or is terminated and rehired within that period.
3. **PAYMENT TERMS & GUARANTEES:** For the duration of this contract, client company shall choose, by initial, one of the following two options:

Initial OPTION 1, (1-Year Guarantee): Except in cases of no-fault lay off, Farm & Ranch Personnel agrees to replace any placed worker who has terminated employment within 365 calendar days of starting date, at a 50% discounted fee rate. To qualify, client company must re-list the vacancy within 10 days, and re-hire within 30 days thereafter. Full original fee and replacement fee must be paid within 7 days of starting date or invoice date, whichever is later. Maximum of two replacements per position per year.

Initial OPTION 2, (90-Day Guarantee): Fee is divided into four equal payments over 90 calendar days as follows: one-fourth at start of employment, one-fourth at 30 days, one-fourth at 60 days, and one-fourth at 90 days. If employment terminates for any reason within this 90-day period, only the payments due to that point are owed. The balance of the fee is cancelled. Replacements at full fee.

4. **INTEREST & COLLECTION:** Any invoice beyond 10 days will accrue a finance charge retroactive to the billing date until paid. Annual interest rate is 18% or maximum allowable by law. Employer also agrees to pay court expenses, attorney's fees, and third party collection costs should such action become necessary.
5. **RELATIONSHIP:** Acceptance of a Farm & Ranch Personnel referral and the subsequent employing of that referral constitute an affirmative agreement with the terms of the contract, in the absence of a physical signature.

I HAVE RECEIVED A WRITTEN COPY OF, AND AGREE TO THE ABOVE TERMS AND POLICIES.

Signature

Date

Company (representing)

Printed Name

Title