

## Engaged Search Agreement

The Brandon Group, LLC - DBA Building Gurus (Building Gurus) is hereby authorized by \_\_\_\_\_ (“Client”) to recruit and conduct searches on behalf of client based on the following terms.

1. The service charge for the search will be twenty-five percent (25%) of the estimated first year's cash compensation for the position, which shall include a reasonable estimate of bonuses and incentives, in addition to the salary, to be earned during the first twelve (12) months.
2. The service charge shall be payable in two (2) installments by check or wire transfer. The first installment – the engagement fee of approximately 15% of the expected fee shall be made at the time client signs this Agreement. The engagement fee is non-refundable and engages Building Gurus for up to two - 21-day sourcing and recruiting cycles for the same job specifications/position/location. The Engagement services ensures priority, and includes sourcing and recruiting tasks like research, outreach, and follow up required to locate and engage passive qualified candidates. After the engagement period has expired, Building Gurus will support candidates in process or those who respond to original sourcing efforts, but will not develop or execute new sourcing and recruiting strategies. The balance of the service charge will be invoiced at the completion of the search and due and payable upon the candidate's acceptance of employment.
3. If a candidate leaves the position voluntarily or is discharged by the Client for cause within the first 5 years of employment the following replacement program will be followed:

# of days Candidate Employed:	What we will do:
<b>1 to 30</b>	60 days to find replacement if no replacement found 50% of the fee <b>refunded</b> to client
<b>31 to 90</b>	60 days to find replacement if no replacement found 25% of the fee <b>refunded</b> to client
<b>91 to 180</b>	60 days to find replacement if no replacement found 50% of the fee <b>credited</b> to a new search
<b>181 to 365</b>	New search conducted - client <b>charged</b> an additional fee of 50% of the original invoice
<b>366 to 1825 (5 years from start date)</b>	New search conducted - client <b>charged</b> an additional fee of 90% of the original invoice

Building Gurus will assist Client in seeking a replacement candidate if Client provides Building Gurus with written notice of the termination and reasons within five (5) business days after the termination and has paid all previous invoices within five (5) days of their due dates. This guarantee is not applicable if the service relationship terminates because the position is eliminated or because Client has insufficient work for the candidate. If twenty-five percent (25%) of a replacement candidate's estimated first year's compensation exceeds the amount of the service charge paid to Building Gurus for the original candidate, Client will pay Building Gurus an amount equal to the difference between the two sums within five (5) days of the due date. Client will reimburse Building Gurus only for Building Gurus extraordinary expenses related to the replacement search as listed in Paragraph 6.

4. Client agrees that this search will be conducted by Building Gurus on an exclusive basis for the duration of the search and all direct inquiries and internal and external recommendations will be shared with Building Gurus in an overall effort to produce the best candidates for the position.
5. 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.

6. The service charge for this search includes all of Building Gurus usual and customary expenses incurred in the execution of this search. Examples of usual and customary expenses include salaries, wages, and benefits of their employees, office supplies, and tools used in the process of conducting typical search services.
7. At the Client request and upon approval, extraordinary expenses will be charged to the Client. Examples of extraordinary expenses include third party background verification, and travel by Building Gurus representatives or employees away from their offices at the request of the Client.
8. Although Building Gurus will use its best efforts to screen candidates, Client agrees to hold Building Gurus harmless from any and all claims or actions relating to any candidate referred to Client by Building Gurus. At the Client's written request, Building Gurus can provide independent third-party background verifications as referenced in Paragraph 7.
9. Client also agrees that should it retain the services of any of the candidates for other positions within one (1) year after our most recent communication relating to the referred candidate, Client will let Building Gurus know within 24 hours of extending the offer and pay Building Gurus an additional fee equal to twenty-five percent (25%) of the candidate's estimated first year's compensation or an amount mutually agreed to by Building Gurus and the client.
10. Client's receipt of referrals from Building Gurus shall be conclusive evidence of Client's acceptance of our schedule of charges, terms and conditions, unless we have signed a written modification. If collection activities are necessary, Client agrees to pay all expenses thereof, including reasonable attorney's fees. Since we will be performing our work in the state of MN we both agree that its laws and the courts of the state of MN shall govern our relationship.
11. Candidate referrals will be made solely based on qualifications, without regard to race, color, religion, sex, national origin, disability, age or other protected characteristic, under federal or state law.

The undersigned agree to all provisions in this Agreement.

**Building Gurus**  
Rikka Brandon  
President



**Client**