



CONTINGENCY RECRUITMENT SERVICE AND FEE AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2022, between **TALANTAGE, LLC** ("Agency" or "we") and **CITY OF STONECREST** ("Client"), (collectively, the "parties").

Services

TALANTAGE, LLC provides search and placement recruitment services, including providing its clients with information concerning applicants whom CITY OF STONECREST agrees to consider for employment. The applicants we present are located through our reputation, recruiting partners, and effective recruiting tools. CITY OF STONECREST agrees to keep confidential the identities and related information we present concerning applicants and to use this information solely for the purpose of CITY OF STONECREST consideration of these applicants.

Contingency Recruitment

CITY OF STONECREST understand that we work on a contingency basis. Each order we receive must be balanced against all other orders currently available to us and, because the relationship is nonexclusive, the applicants we contact may be presented to more than one client. The fee for our services is earned if an applicant is hired by CITY OF STONECREST or any of its affiliates on a permanent, contract or consulting basis at any time within one year of the date the applicant is submitted to CITY OF STONECREST.

Replacement Guarantee

If the candidate placed with CITY OF STONECREST by TALANTAGE, LLC is terminated or resigns from your company for any reason within 6 months from the date of hire, CITY OF STONECREST may request that a suitable replacement candidate be found. TALANTAGE, LLC will replace the candidate with another candidate at no additional charge. If the recommended replacement candidate is found to be unacceptable to CITY OF STONECREST or if CITY OF STONECREST should elect to utilize another agency to find a replacement, CITY OF STONECREST shall not be entitled to a refund of service fees. The fees paid will be utilized as credit for future placement(s) within your company.

If a replacement is hired and then ceases to perform their services for any reason within thirty (30) days of hire, service fees will be credited toward future placement(s) within your company.

This replacement guarantee will only be provided if TALANTAGE, LLC has been paid in full within fifteen (15) calendar days from the start date of employment and a request for a replacement is received within five (5) days from the date the services cease. CITY OF STONECREST agrees that the guarantee policy will not apply if the candidate leaves under any of the following conditions: 1) the candidate is laid off due to downsizing or reorganization of the position, 2) the candidate is discharged following the Client's involvement in a sale or



merger, 3) the client does not give Agency the exclusive opportunity to replace the candidate within a reasonable length of time, 4) your company fails to meet terms and conditions agreed upon between **(Clients)** and the successful candidate, and/or 3) misrepresentation of your company or the position that has been made.

NOTICE

If employment of the candidate results from CITY OF STONECREST referral to a third party (another position, group, division, subsidiary, or unrelated company) within one (1) year of TALANTAGE, LLC referral, CITY OF STONECREST is liable for service fees payable to TALANTAGE, LLC.

TALANTAGE, LLC will perform the necessary employment credit reference checks, education verification, background and credit check as part of its services to **(Client)**. TALANTAGE, LLC agrees to inform you of any information we receive regarding a candidate's references, qualifications, education, and experience. However, we cannot guarantee the accuracy of information received from others, and our liability for damages resulting from such inaccuracies after a fee has been paid will be limited to a refund in accordance with the terms of our guarantee.

Fee

Client agrees to pay Agency a fee equal to Fifteen (15%) of the first year's base salary (the "Fee") for each applicant hired by Client. Agency agrees that it shall be entitled to a fee, subject to the terms and conditions of this Agreement, only if Agency is the procuring cause for Client to hire an applicant.

Terms and Procedure

Client agrees to notify Agency as promptly as practicable when it issues an employment offer letter to an applicant and again when the applicant accepts an offer. Client will provide Agency by a copy of the offer letter and written acceptance. Agency understands and acknowledges that a job offer by Client is contingent upon a number of additional steps in the employment process including, but not limited to, background, reference checking, and license or certification verification. The Fee will be considered fully earned when an offer has been extended and accepted, and Agency will issue an invoice at that time. The Fee is payable in full by Client within fifteen (15) days of the applicant's starting date.

Agreement Non-Exclusive

Agency agrees that this Agreement is non-exclusive and that nothing in this contract shall be interpreted as a restriction on Client's right to procure personnel services from any other vendor or through its own auspices.



Termination

The parties agree that either party may terminate this Agreement, in writing upon 15 days' notice, at any time, for any reason. If terminated by Client, Agency is entitled to a Fee for any applicant submitted prior to the date of notification and hired within 180 days thereafter.

Governing Law

This Agreement shall be interpreted for all purposes consistent with the laws of the State of Georgia.

Entire Agreement

This writing constitutes the entire agreement of the parties with respect to the placement of applicants for employment at Client and may be amended only by a writing signed by Agency and Client. This Agreement supersedes any prior agreement between Agency and Client, and any prior agreements are null and void.

TALANTAGE, LLC

By: _____

Date: _____

Name: Tasha Peck

Title: President & CEO

CITY OF STONECREST

By: _____

Date: _____

Print Name: _____

Title: _____