

1. This Agreement exists between the Client listed below, herein known as "Client," and Will Source, Inc., herein known as "Will Source." The terms of this Agreement will commence as of the date shown below and will continue in effect thereafter until canceled by either party in writing. This agreement will apply solely to the location shown below unless otherwise documented under Special Conditions. No oral statement will modify or affect the following terms and conditions.
2. Will Source agrees to refer candidates to Client for Client to consider for direct hire as City Engineer. All information Client gives to Will Source will be treated with the utmost confidentiality.
3. Will Source agrees to provide Client with employment and education information of candidates. Will Source will provide Client, upon Client request, with credit and/or criminal record verifications, and will comply with all Fair Credit Reporting Act and state laws.
4. Any information Will Source gives Client about its referrals is solely for the purpose of evaluating the candidates for possible employment and may not be divulged to anyone outside of Client. If Client conducts their own background investigation of a candidate referred by Will Source, Client agrees to obtain the candidate's written or electronic consent.
5. Will Source complies with all applicable laws and regulations including Equal Employment Opportunity (EEO), Americans with Disabilities Act (ADA) and state employment laws. Will Source refers all candidates based on qualifications, rather than age, sex, race, creed, color, national origin or disability.
6. Will Source's service charge is contingent upon Client's decision to hire a candidate for City Engineer who was referred by Will Source, and invoiced on the candidate's first day of employment. Service charge will be calculated at ten percent (10%) of the first year estimated compensation.
7. Will Source offers a ninety (90) calendar day replacement guarantee on the first candidate hired by Client for each position. If employment terminates for any reason within the first ninety (90) calendar days of employment, Will Source agrees to provide a suitable replacement for the terminated employee. If the client does not require a replacement for that position, then a pro-rated credit from the termination date through the ninetieth (90th) calendar day from date of employment will be issued and available for use on any future contingency search service charge billed to Client. Will Source's guarantee is void if payment is not received according to the terms below. Will Source does not guarantee the job performance of candidates it refers.
8. Payment in full is due within fifteen (15) days of receipt of invoice and past due thereafter. Past due interest charges of 1.5% monthly will be assessed on all past due balances. If litigation becomes necessary to collect past due invoice amounts, the Client agrees to pay reasonable attorney fee's if Will Source is the prevailing party.
9. Client's acceptance of Will Source' referral indicates approval of the terms of this Agreement. Acceptance of Will Source's referral for City Engineer is defined as a telephone interview or face-to-face interview with the candidate referred to Client. Client is responsible for deciding whether or not to hire a candidate referred by Will Source.
10. If Client accepts referral for one position and ultimately hires the candidate for another position, the service charge will be owed to Will Source. If Client or Client's affiliates hire a candidate referred by Will Source within twelve (12) months of referral, Client is responsible for the service charge. If Client refers Will Source' candidate to another company and it results in the candidate being hired, Client will be responsible for the service charge.
11. This Agreement is made under and governed by the laws of the State of Louisiana, without consideration of the conflicts of law provisions. The exclusive venue for any action, claim, lawsuit or other proceeding arising under this Agreement shall be the Fourth Judicial District Court, Ouachita Parish, Louisiana.
12. Special Conditions: **NONE**

SIGNATURE ACKNOWLEDGMENT: I am the authorized representative of Client and understand and agree to the terms of this Agreement. I also agree that if this Service Agreement is not personally signed by me, then our electronic agreement via e-mail will be legally binding.

<u>Client Company Name</u> City of West Monroe		<u>Client Authorized Representative (Signature)</u>		<u>Client Authorized Representative (Print)</u>
<u>Address</u> 2305 N. 7 th Street	<u>City</u> West Monroe	<u>State</u> LA	<u>ZIP</u> 71291	<u>Client Signature Date</u>
<u>Will Source's Authorized Representative(Signature)</u>		<u>Will Source's Authorized Representative (Print Name)</u>		<u>Will Source's Signature Date</u>

FOR WILL SOURCE OFFICE USE ONLY:

Fee Schedule, Schedule Sent, Signed Fee Schedule Received and Guarantee posted to Customer Division Career Master.

Signed Search Agreement attached to Customer History