**Prepared for:**

[Client First Name] [Client Last Name]

[Client Company]

**Created by:**

[Sender First Name][Sender Last Name]

[Sender Company]

This freelance recruiter agreement is entered into on [Agreement Created Date] between [Sender First Name] [Sender Last Name] (Recruiter) and [Client First Name] [Client Last Name] (Client).

This agreement is intended to contract [Sender First Name] [Sender Last Name] as a freelance recruiter for [Client First Name] [Client Last Name].

## Information Requested

The Client requires a freelance recruiter to offer services in search of individuals fitting the following profile:

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The Recruiter agrees to conduct a thorough search and pre-screening process, and deliver no less than 3 qualified candidates for the Client’s consideration.

The provided individuals will be vetted through criminal and background checks during pre-screening as required by the Client.

## Compensation

The Client will provide the following compensation to the freelance recruiter:

All compensation will be paid within 10 days of the Client’s acceptance and employment of a qualified candidate.

Additionally, the Client shall reimburse the freelance recruiter for any costs associated with conducting criminal and drug screenings during the pre-screening process.

## Presentation

The Parties agree that the decision to hire an employee shall rest solely with the Client’s designated hiring manager. The freelance recruiter may only present qualified candidates for consideration by the Client and may not put forth offers of employment without the Client’s approval.

## Confidentiality

The following items shall, for the sake of this freelance recruiter agreement be considered confidential:

* The Client's staffing and hiring needs as well as current employees
* Any employment policies
* Any product sold by the client
* This freelance recruiting agreement’s terms
* Any additional items marked as confidential by the Client.

The Recruiter agrees to use the information listed above only with approval of the Client, and will not make any confidential information public or available to unauthorized third parties without prior written consent from the Client.

Any breach in the confidentiality clause of this agreement will result in termination of this freelance recruiting agreement in its entirety without prior notice.

## Term

This freelance recruiting agreement shall commence on the agreement date and will conclude after a period of 30 days from the agreement date.

Both parties will be given the ability to extend this agreement upon the conclusion date, or a new agreement may be entered into between the parties.

## Termination

Any breach or disregard to any clause or provision in this freelance recruiting agreement will be grounds for termination without additional notification.

Either party of this agreement may terminate this agreement with 5 days prior written notice to the responding party.

## Indemnification

The Parties agree to hold each other harmless for any loss, damage, or injury that may incur from that party's negligence.

The indemnified party shall provide the responding party with notice of any and all indemnification taking place.

## Dispute Resolutions

In the instance of a dispute arising between the Parties both the Client and the Recruiter agree to seek arbitration as a means to solve such disputes.

The parties shall agree on a single neutral arbitrator to conduct such counsel.

 If the parties cannot agree on a single arbitrator, they will be entitled to seek one arbitrator each. The selected arbitrators shall agree on a single arbitrator at that point to resolve the dispute.

The arbitrator will under no circumstance be allowed to modify or change this freelance recruiting agreement.

Furthermore, the arbitrator's decision shall be deemed the final decision and the parties will be responsible for any individual fees incurred during the above-mentioned arbitration.

## Non-Solicitation

Upon entering into this freelance recruiting agreement and for a period thereafter of 12 months the Recruiter may not contact the Client’s employees for purposes of offering additional job opportunities.

This is inclusive of any contact regarding other recruiting opportunities the freelance recruiter may be conducting.

## Governing Law

This freelance recruiting agreement shall be constructed under the jurisdiction of [Client State].

Any and all legal proceeding pertaining to this freelance recruiting agreement will take place in accordance with such jurisdiction.

## Survival

Upon the conclusion or termination of this freelance recruiting agreement all confidentiality and non-solicitation clauses shall remain in full force for the terms pertaining to each provision as agreed between the Parties.

Any provisions included in this freelance recruiting agreement that are found to be unenforceable shall not constitute as reason for termination of this agreement and likewise shall have no effect on the remaining provisions.

## Assignment

The Parties may not transfer, sell, or assign any portions of this freelance recruiting agreement to any third-party individuals without the written consent by the remaining party involved.

## Agreement

By signing below, the Parties agree to and acknowledge all the provisions included in this freelance recruiting agreement.

|  |  |
| --- | --- |
| [Sender Company]  | [Client Company]  |
| [Sender First Name] [Sender Last Name] | [Client First Name] [Client Last Name]  |