



Temporary Employment Management Placement & Safety Services

An Employment, Placement & Safety Agency

EMPLOYEE PLACEMENT AGREEMENT

THIS AGREEMENT, between _____ (hereinafter referred to as the "Client") and 1481639 Alberta Ltd. (o/a TEMPS Services), (hereinafter referred to as the "Agency"), is made effective as of this _____ day of _____, 20____. ("Effective Date").

WHEREAS the Agency is in the business of providing employment referrals of prospective employees; and

AND WHEREAS the Client desires to select and employ an employee to satisfy the Client's business needs, which Employee may be referred to the Client by the Agency ("Employee");

NOW THEREFORE the parties have executed this Agreement to indicate their acceptance of and agreement to the terms and conditions of the engagement as follows:

1. **AGENCY PLACEMENT SERVICE.** The Agency agrees to use diligent efforts to find for the Client an Employee satisfying the requirements presented to the Agency by the Client.

2. **FEE.** Upon the Client approving and hiring an Employee referred by the Agency, the Client agrees to pay the Agency a **referral Fee of 15% of the Employee's annualized compensation** (base pay, plus potential bonus and commissions) as agreed between the Employee and the Client upon hiring (the "Fee"). The Fee becomes due and payable after the Client has hired any Employee referred by the Agency and **the Fee shall be paid by the Client to the Agency within 15 calendar days from the date of issuance of the invoice or the first day worked by the Employee, whichever date is earlier**, unless otherwise agreed to in writing by the Agency. The failure by the Client to pay the full amount of the Fee on or before the first day of the Employee's employment with the Client voids the guarantee described below. The Client agrees for a period of one year after any prospective Employee candidate has been referred to the Client by the Agency not to employ any such Employee candidate referred by the Agency without the prior approval of the Agency and Client's payment to the Agency of the Fee. The Client understands that the Agency will not provide a refund of the Fee to the Client under any circumstances.

3. **GUARANTEE.** The Agency guarantees the Client its reasonable satisfaction with the services performed by the original Employee placed with the Client in the position recruited, for a period of 45 days from the first day of employment. If, for any reason, the Client is not satisfied with the job performance of the original Employee during this 45 day period, the Agency will use its best efforts to provide one replacement Employee satisfying the original requirements of the Client. This guarantee is subject to the following exception: if the Client changes the job description, Employee requirements, work hours or compensation during the initial 45 day period during which the original Employee was employed by the Client, the Agency shall not be liable to provide the Client with any replacement of that Employee, including the one replacement Employee referred to above.

4. **HOLD HARMLESS.** The Client acknowledges that the Agency, its employees, agents and representatives do not employ or exercise any direction or control over any person referred as a potential Employee to the Client. The Client acknowledges that the Agency shall have no responsibility for the actions, conduct, performance, errors, omissions, faulty workmanship, negligence or failure of any kind of any Employee hired by the Client. The Client shall indemnify and hold the Agency, its officers, directors, employees, agents and insurers harmless from any damages, costs, claims, actions, proceedings, charges, demands, indemnity, insurance, compensation, expenses or liabilities, contingent or otherwise, (the "Liabilities") of any kind whatsoever arising out of or in any way connected with the employment or attempted employment by Client of any Employee referred to the Client by the Agency, regardless of how, when or where the Liabilities are incurred.

All of which is agreed to as of the Effective Date.

CLIENT NAME: _____
(Print Company Name)

1481639 ALBERTA LTD. O/a TEMPS Services

SIGNATURE: _____
Client representative

Agency Representative

TITLE: _____