

BRAVO TALENT GROUP · LEGAL DOCUMENTS

Contingency Placement Agreement

Skilled Trades Talent Acquisition

 **Attorney Review Required:** This is a template for illustrative purposes. Have a licensed employment attorney in your jurisdiction review and customize this agreement before use. Nothing herein constitutes legal advice.

PARTIES & AGREEMENT DATE

This Contingency Placement Agreement ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between:

RECRUITING FIRM

Bravo Talent Group

[Address]

[City, State, ZIP]

bravotalentgroup.com

EMPLOYER / CLIENT

Company: _____

Contact: _____

Address: _____

City/State/ZIP: _____

RECITALS

Bravo Talent Group is a skilled trades talent acquisition firm specializing in the sourcing, screening, and placement of certified electricians, HVAC technicians, plumbers, welders, and related skilled tradespeople. Employer wishes to engage Bravo Talent Group to identify and refer qualified candidates for open positions on a contingency basis, meaning fees are payable only upon a successful hire.

SECTION 1 — SCOPE OF SERVICES

1.1 — RECRUITING SERVICES

Bravo Talent Group agrees to source, screen, credential-verify, and present qualified candidates for positions specified by Employer in writing ("Job Orders"). All candidates presented have undergone Bravo Talent Group's standard verification process, including license verification, background check authorization, and reference review prior to submission.

1.2 — JOB ORDERS

Each position to be filled shall be set forth in a Job Order signed by both parties, detailing the job title, required credentials, location, compensation range, and any other material requirements. Job Orders are incorporated herein by reference.

1.3 — NON-EXCLUSIVITY

Unless Employer and Bravo Talent Group separately agree in writing to an exclusive arrangement, Bravo Talent Group may represent other employers and Employer may engage other recruiting sources simultaneously.

SECTION 2 — FEES

2.1 — CONTINGENCY FEE

Employer agrees to pay Bravo Talent Group a placement fee equal to **fifteen percent (15%) to twenty percent (20%) of the placed candidate's annualized first-year base salary**, as agreed in the applicable Job Order, payable within thirty (30) days of the candidate's start date. The applicable percentage is confirmed in writing at Job Order execution.

Minimum Fee

A minimum placement fee of **\$2,500.00** applies regardless of the candidate's starting salary. If the percentage calculation yields a lower amount, the minimum governs.

2.2 — NO FEE WITHOUT PLACEMENT

No fee is owed unless and until a candidate introduced by Bravo Talent Group is hired and commences employment with Employer. Candidate introductions are documented by written submission via email. Employer's decision to interview or make an offer alone does not trigger a fee.

2.3 — INVOICE & PAYMENT TERMS

Bravo Talent Group will invoice Employer within five (5) business days of a candidate's confirmed start date. Payment is due net thirty (30) days from invoice date. Invoices unpaid after thirty (30) days accrue interest at 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is lower.

2.4 — OFF-LIMIT PERIOD

If Employer directly hires, contracts with, or engages any candidate introduced by Bravo Talent Group within twelve (12) months of the introduction, even for a role not originally discussed, the standard placement fee applies as if a placement had occurred.

SECTION 3 — 90-DAY GUARANTEE

Bravo Talent Group 90-Day Retention Guarantee

We stand behind every placement. If a placed candidate voluntarily resigns or is terminated for performance reasons within 90 days of their start date, Bravo Talent Group will provide one (1) complimentary replacement search at no additional fee, subject to the conditions in Section 3.1.

3.1 — GUARANTEE CONDITIONS

The 90-Day Guarantee is subject to all of the following conditions being met:

- (a) The full placement fee was paid by Employer within the net-30 payment terms;
- (b) Employer notifies Bravo Talent Group in writing within five (5) business days of the candidate's separation;
- (c) The separation was not caused by layoff, position elimination, reduction in force, or Employer's material change to the job duties or compensation offered at hire;
- (d) Employer has not disclosed confidential Bravo Talent Group candidate information to third parties;

(e) Employer provides Bravo Talent Group with a written summary of the reasons for separation and cooperates in the replacement search.

3.2 — REMEDY

The sole and exclusive remedy under this guarantee is one (1) replacement search for the same or substantially similar position. No cash refund will be issued. The replacement search must commence within sixty (60) days of Employer's written notification of separation. If no suitable replacement is identified and hired within ninety (90) days of initiating the replacement search, Employer's sole remedy is a credit of fifty percent (50%) of the original placement fee toward a future Bravo Talent Group placement.

3.3 — EXCLUSIONS

The guarantee does not apply to temporary, contract, or temp-to-hire placements; to positions where Employer materially changed job duties, location, or compensation after the offer was extended; or where Employer failed to provide Bravo Talent Group's standard onboarding checklist to the placed candidate within the first week of employment.

SECTION 4 — CONFIDENTIALITY

4.1 — CANDIDATE INFORMATION

All candidate resumes, contact information, compensation expectations, and background materials submitted by Bravo Talent Group are confidential and provided solely for Employer's internal hiring evaluation. Employer shall not share candidate information with third parties, use it to recruit for positions beyond those described in the Job Order, or approach candidates directly through channels other than Bravo Talent Group during the term of this Agreement and for twelve (12) months after.

4.2 — EMPLOYER INFORMATION

Bravo Talent Group shall maintain the confidentiality of Employer's proprietary information, compensation structures, and hiring strategies disclosed during the engagement and shall not share such information with competitors or other candidates.

SECTION 5 — REPRESENTATIONS & WARRANTIES

5.1 — EMPLOYER REPRESENTATIONS

Employer represents and warrants that: (a) it has full authority to enter this Agreement; (b) all positions are bona fide open roles; (c) Employer will conduct its own interviews and due diligence before making any hiring decision; (d) Employer will comply with all applicable federal, state, and local employment laws including anti-discrimination statutes; and (e) Employer will notify Bravo Talent Group within two (2) business days when a position is filled, withdrawn, or placed on hold.

5.2 — BRAVO TALENT GROUP REPRESENTATIONS

Bravo Talent Group represents and warrants that: (a) it holds any licenses required by applicable state law to operate as an employment agency; (b) candidates are presented based on stated qualifications without regard to race, color, religion, sex, national origin, age, disability, or other protected class; (c) Bravo Talent Group does not guarantee that any candidate is free from errors, omissions, or misrepresentations in their self-reported credentials — Employer bears final responsibility for its own pre-hire verification.

SECTION 6 — LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Bravo Talent Group's total liability arising from or related to this Agreement shall not exceed the placement fee actually paid by Employer for the specific placement giving rise to the claim. **Bravo Talent Group shall not be liable for any indirect, incidental, consequential, punitive, or special damages**, including lost profits or loss of business opportunity, regardless of the theory of liability. Bravo Talent Group is not liable for any acts, omissions, or misrepresentations of any placed candidate during or after employment.

SECTION 7 — INDEMNIFICATION

Each party agrees to defend, indemnify, and hold harmless the other party from and against claims, damages, and costs (including reasonable attorneys' fees) arising from: (a) such party's breach of this Agreement; (b) such party's negligence or willful misconduct; or (c) such party's violation of applicable law. Employer shall indemnify Bravo Talent Group against claims arising from Employer's employment decisions, including wrongful termination, discrimination, or wage-and-hour violations relating to any placed candidate after hire.

SECTION 8 — TERM & TERMINATION

8.1 — TERM

This Agreement commences on the Effective Date and remains in effect for one (1) year, automatically renewing for successive one-year periods unless either party provides thirty (30) days' written notice of non-renewal.

8.2 — TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon thirty (30) days' written notice. Termination does not affect fees owed for candidates already placed, Job Orders already accepted, or the off-limit period under Section 2.4.

8.3 — TERMINATION FOR CAUSE

Either party may terminate immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within ten (10) days of receiving written notice of the breach.

SECTION 9 — GENERAL PROVISIONS

9.1 — GOVERNING LAW

This Agreement shall be governed by the laws of the State of [State], without regard to conflict-of-law principles. Any dispute arising hereunder shall be resolved by binding arbitration under the AAA Commercial Arbitration Rules, with proceedings in [City, State], except that either party may seek injunctive relief in a court of competent jurisdiction for breach of confidentiality obligations.

9.2 — INDEPENDENT CONTRACTOR

Bravo Talent Group is an independent contractor. Nothing in this Agreement creates an employment, agency, joint venture, or partnership relationship between the parties.

9.3 — ENTIRE AGREEMENT & AMENDMENTS

This Agreement, together with all executed Job Orders, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and representations. Amendments must be in writing and signed by authorized representatives of both parties.

9.4 — SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions continue in full force and effect.

9.5 — NOTICES

Notices under this Agreement must be in writing and delivered by email with confirmation of receipt, overnight courier, or certified mail to the addresses on record for each party.

9.6 — COUNTERPARTS / ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts and by electronic signature (including via DocuSign or similar platform), each of which shall be deemed an original and together constitute one binding agreement.

SIGNATURES

By signing below, each party agrees to be bound by the terms of this Agreement.

BRAVO TALENT GROUP

EMPLOYER / CLIENT

Authorized Signature

Authorized Signature

Printed Name & Title

Printed Name & Title

Date

Date

 **Remember:** Fill in State, City, and your business address before use. Have a licensed employment attorney in your operating state review this template before you execute it with any client. Requirements vary by state.

Questions? Ready to start a search?

bravotalentgroup.com/schedule

This document is a template provided for illustrative purposes only and does not constitute legal advice. Bravo Talent Group makes no representations as to the legal sufficiency of this template in any jurisdiction.