

BRAVO TALENT GROUP · LEGAL DOCUMENTS

Retained Search Agreement

Priority 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 Retained Search 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: _____

POSITION DETAILS

Job Title: _____

Required Credentials: _____

Trade / Specialty: _____

Salary Range: \$_____

Location: _____

Target Start Date: _____

RECITALS & WHY RETAINED SEARCH

Retained search is appropriate for critical, specialized, or time-sensitive positions where Employer requires Bravo Talent Group's dedicated, exclusive focus. Under a retained engagement, Bravo Talent Group commits its priority sourcing capacity to this search, conducts deeper candidate assessment, and provides structured reporting throughout the process. In exchange, Employer commits to exclusivity and pays a phased, non-refundable retainer.

SECTION 1 — SCOPE OF SERVICES

1.1 — DEDICATED SEARCH

Bravo Talent Group agrees to conduct an exclusive, priority search for the position described above. Bravo Talent Group will devote dedicated sourcing resources to this engagement, including active outreach to passive candidates, union hall and apprenticeship program contacts, and its proprietary skilled trades candidate network.

1.2 — DELIVERABLES

Bravo Talent Group will provide: (a) an intake and position brief within three (3) business days of signing; (b) a written shortlist of qualified, vetted candidates (minimum three) within twenty-one (21) business days; (c)

bi-weekly search status reports; (d) credential verification documentation for all submitted candidates; and (e) offer negotiation support through acceptance.

1.3 — EXCLUSIVITY

During the term of this Agreement for the specified position, Employer agrees not to engage any other recruiting firm, post the position on public job boards without notifying Bravo Talent Group, or conduct a parallel internal search without prior written consent. Employer may refer self-sourced candidates to Bravo Talent Group for assessment at no additional charge.

SECTION 2 — FEE STRUCTURE & PAYMENT SCHEDULE

Total Retained Search Fee: \$14,500 (Flat)

All fees are non-refundable as earned. Payment is due within five (5) business days of each milestone unless otherwise noted.

1 Phase 1 — Engagement Retainer: \$2,500

Due at Signing

Payable upon execution of this Agreement. Covers intake, position brief, initial sourcing activation, and dedicated search capacity reservation. Non-refundable.

2 Phase 2 — Shortlist Delivery: \$4,000

Due on Shortlist Delivery

Due upon delivery of the first written shortlist of qualified, vetted candidates to Employer. Covers deep screening, credential verification, candidate assessment, and structured candidate briefs. Non-refundable upon delivery.

3 Phase 3 — Placement Fee: \$8,000

Due on Start Date

Due upon the placed candidate's first day of employment. Covers offer management, negotiation support, onboarding coordination, and the 90-day guarantee period. Non-refundable after start date.

2.1 — NON-REFUNDABILITY

Each phase payment is non-refundable once earned. If Employer withdraws the position or terminates this Agreement after Phase 1 is paid, no refund is due. If Employer withdraws after Phase 2 is paid, no refund of either phase is due. If the search is terminated by Employer after Phase 3 is paid, no refund is due. Non-refundability reflects the dedicated capacity and resources committed to the engagement.

2.2 — LATE PAYMENT

Bravo Talent Group may suspend search activities if any phase payment is more than five (5) business days overdue. Overdue invoices accrue interest at 1.5% per month. Bravo Talent Group is not liable for delays

caused by suspended search activities due to non-payment.

2.3 — OFF-LIMIT PERIOD

If Employer directly engages any candidate introduced by Bravo Talent Group within twelve (12) months of introduction, the full \$14,500 fee applies as if a placement occurred, with credit for amounts already paid.

SECTION 3 — 90-DAY GUARANTEE

Bravo Talent Group 90-Day Retention Guarantee

If the placed candidate voluntarily resigns or is terminated for performance reasons within 90 days of their start date, Bravo Talent Group will conduct one (1) complimentary replacement search — all Phase 1 and Phase 2 fees waived. Only the Phase 3 placement fee of \$8,000 applies upon successful replacement hire.

3.1 — GUARANTEE CONDITIONS

The guarantee requires: (a) all phase fees paid on time; (b) written notification of separation within five (5) business days; (c) separation not caused by layoff, RIF, or Employer's material change to role or compensation; (d) Employer cooperation in the replacement process including updated job brief and interview availability within ten (10) business days of notifying Bravo Talent Group.

3.2 — REMEDY

The sole remedy under the guarantee is one replacement search with Phase 1 and Phase 2 fees waived. If no suitable replacement is hired within ninety (90) days of initiating the replacement search, Employer's sole remedy is a credit of \$4,000 toward a future Bravo Talent Group engagement. No cash refunds are issued under the guarantee.

3.3 — EXCLUSIONS

The guarantee does not apply if: Employer materially changed the position after hire; Employer failed to conduct a proper onboarding; the position was eliminated; or payment of any phase was not timely received.

SECTION 4 — CONFIDENTIALITY

4.1 — CANDIDATE MATERIALS

All candidate information is confidential and provided solely for Employer's evaluation. Employer shall not share candidate materials with third parties or approach candidates directly during the engagement period and for twelve (12) months thereafter.

4.2 — SEARCH METHODOLOGY

Bravo Talent Group's sourcing methods, candidate networks, and assessment processes are proprietary. Employer shall not attempt to reverse-engineer or replicate Bravo Talent Group's methodology for its own internal use.

SECTION 5 — REPRESENTATIONS & WARRANTIES

5.1 — EMPLOYER

Employer represents that: (a) the position is a bona fide, currently open role; (b) the stated compensation range is accurate and approved; (c) Employer will make hiring decisions in compliance with all applicable employment laws; (d) Employer has authority to grant the exclusivity described in Section 1.3; and (e) Employer will respond to candidate submissions within five (5) business days and schedule interviews within ten (10) business days of expressing interest.

5.2 — BRAVO TALENT GROUP

Bravo Talent Group represents that: (a) it holds required licenses for employment agency activity in applicable states; (b) it will conduct candidate screening without regard to protected class characteristics; and (c) it will provide accurate, good-faith representations of candidate qualifications. Employer remains solely responsible for its own final employment decisions.

SECTION 6 — LIMITATION OF LIABILITY & INDEMNIFICATION

Bravo Talent Group's maximum liability for any claim arising under this Agreement shall not exceed the total fees paid by Employer under this Agreement. **Bravo Talent Group is not liable for indirect, consequential, incidental, or punitive damages.** Each party agrees to indemnify the other from claims arising from its own breach, negligence, or violation of law, including employment law violations related to the placed candidate's employment after hire.

SECTION 7 — TERM, TERMINATION & GENERAL PROVISIONS

7.1 — SEARCH TERM

This Agreement is active for ninety (90) days from the Effective Date for the specified position. If a suitable placement has not occurred within ninety (90) days, the parties may agree in writing to extend the search. Bravo Talent Group has no obligation to continue searching beyond ninety (90) days without a written extension.

7.2 — TERMINATION BY EMPLOYER

Employer may terminate upon written notice. All fees earned to date remain due and non-refundable. If Employer terminates after Phase 1 but before shortlist delivery, Phase 1 is retained. If Employer terminates after shortlist delivery, Phases 1 and 2 are retained. Termination does not extinguish the off-limit provision in Section 2.3.

7.3 — GOVERNING LAW & DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of [State]. Disputes shall be resolved by binding arbitration under AAA Commercial Arbitration Rules in [City, State], except for injunctive relief for confidentiality breaches. The prevailing party in any arbitration shall be entitled to recover reasonable attorneys' fees.

7.4 — ENTIRE AGREEMENT / AMENDMENTS / COUNTERPARTS

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. Amendments require written agreement by both parties. Electronic signatures (DocuSign and equivalents) are binding.

SIGNATURES

By signing, both parties agree to all terms and authorize the search to begin upon receipt of Phase 1 payment.

BRAVO TALENT GROUP

Authorized Signature

Printed Name & Title

Date

EMPLOYER / CLIENT

Authorized Signature

Printed Name & Title

Date



Fill in State, City, and your business address before use. Have a licensed employment attorney in your operating state review this template. Agency licensing requirements and fee enforceability rules vary by state.

Ready to start a priority 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.