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## Recruitment Agreement

*Alabama*

This Recruitment Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of \_\_\_\_\_ (the "Effective Date") by and between the following parties:

\_\_\_\_\_, having a primary address at the following:

\_\_\_\_\_  
Email: \_\_\_\_\_

and

\_\_\_\_\_, having a primary address at the following:

\_\_\_\_\_  
Email: \_\_\_\_\_

Hereinafter, "Client" will refer to and be used to describe the following party:

\_\_\_\_\_. "Recruiter" will refer to and be used to describe the following party:

\_\_\_\_\_. Recruiter and Client may be referred to individually as "Party" and collectively as the "Parties."

### Article 1 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Client agrees to engage Recruiter's services to find a candidate for employment. The candidate for employment must have the following specifications:

\_\_\_\_\_

Recruiter will provide client with potential candidates ("Potential Candidates") based on these specifications.

Recruiter will use its own experience, knowledge, networks, skills, and best efforts to search for and present Potential Candidates to Client. Recruiter will be responsible for pre-screening Potential Candidates through initial interviews and may, at the request of Client, conduct background checks, credit checks, drug screenings, and specialized employment tests, as needed.

**Article 2 - FEES:**

In consideration of the rights and duties herein, Client agrees to pay Recruiter the following fees ("Fees") for the presentment of Potential Candidates: \$2 (two US dollars) per each Potential Candidate that is successfully placed into an employment role with Client.

Recruiter's Fees shall be delivered by Client to Recruiter within the following time after the start of the Potential Candidate's employment: \_\_\_\_\_.

**Article 3 - NO ONGOING GUARANTEES:**

Recruiter is not liable or responsible for any failure of Client to retain Potential Candidates. Recruiter shall be paid all Fees owed within the time frame stated above and will not be subject to divestment of Fees if the Potential Candidate terminates the employment or is terminated by Client at any time.

**Article 4 -**

**Article 5 - CONFIDENTIALITY:**

Recruiter hereby acknowledges and agrees that Client possesses certain non-public Confidential Information (as hereinafter defined) regarding their employees, employment policies, business operations, and development. The Parties agree that the Confidential Information is secret and valuable to Client. Client desires to maintain the secret and private nature of any Confidential Information provided to Recruiter.

A) Confidential Information refers to any information which is confidential and commercially valuable to Client. The Confidential Information may be in the form of

employee information, documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to Client. Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

- I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of Recruiter;
- II) is already known, through legal means, to Recruiter;
- III) is given by Client to third parties, other than Recruiter, without any restrictions;
- IV) is given to Recruiter by any third party who legally had the Confidential Information and the right to disclose it; or
- V) is developed independently by Recruiter and Recruiter can show such independent development.

Recruiter hereby agrees that it shall:

- I) Not disclose the Confidential Information via any unauthorized means to any third parties;
- II) Not use the Confidential Information for any purpose except those contemplated herein or expressly authorized by Client.

#### **Article 6 - RELATIONSHIP OF THE PARTIES:**

Recruiter is not authorized as an agent, employee, or legal representative of Client, except for the limited agency purpose of pre-screening Potential Candidates. Client shall not have the power to control the activities and operations Recruiter and Recruiter's status at all times will continue to be that of an independent contractor to Client.

**Article 7 - INDEMNITY:**

Each Party agrees to indemnify and hold the other harmless against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the recruiting services rendered under this Agreement arising out of the fault of indemnifying Party. This clause shall not be read to provide indemnification for other Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of that Party caused the damage, liability, or loss.

**Article 8 - TERMINATION:**

If a successful Potential Candidate has not been found, this Agreement will automatically terminate on the following deadline: \_\_\_\_\_. If a successful Potential Candidate has been placed into the role, this Agreement will terminate when the Potential Candidate is placed, but after all fees are paid.

This Agreement may also be terminated by either Party, upon notice in writing:

- I) if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
- II) if the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform; or
- III) if either Party indicates their desire to terminate on writing with 15 (fifteen) days' written notice.

**Article 9 - NON-SOLICITATION:**

Recruiter shall not solicit any Potential Candidate of Client who has been offered employment, during the term of this Agreement and for a period of one year after.

**Article 10 - NO DISCRIMINATION:**

Recruiter shall not discriminate against any Potential Candidate with regard to race, national origin, religion, creed, age, sex, sexual preference, marital status, ancestry, pregnancy or parental status, disability, or veteran status.

## **Article 11 - GENERAL PROVISIONS:**

A) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

C) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) **AMENDMENTS:** This Agreement may only be amended in writing signed by both Parties.

E) **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

H) **HEADINGS:** Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

I) **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which

shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

J) FORCE MAJEURE: Recruiter is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

K) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement or other address as that Party may from time to time notify to the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

***EXECUTION:***

Recruiter:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Client:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_