



[Abtech Placement: Rates, Terms & Conditions for Temporary Employment](#)

This Agreement is by and between _____, a _____ Corporation, (hereinafter CLIENT), and Abtech Placement (“hereinafter RECRUITER) a, California Corporation.

1. Services and Direction:

1.1 Services :

RECRUITER will submit names and resumes of qualified candidates (“CANDIDATE(S)”), for the Position with the skills, qualifications, educational and/or experiential background as more fully described in Exhibit “A” of this Agreement and incorporated herein by this reference. RECRUITER understands that the CLIENT engages RECRUITER on a, non-exclusive basis “and CLIENT may be simultaneously engaging other recruiters.”

1.2 Direction:

RECRUITER will refer a qualified individual (s) who will be taking general direction from CLIENT on goals and objectives to be accomplished during the duration of the temporary work assignment or project. CLIENT will reimburse RECRUITER on an hourly basis for the work performed by the referred individual.

1.3 Candidate:

The qualified individual referred by RECRUITER for this project is:

2. Payment, Schedule, Fees and Invoicing Terms:

2.1 Payment:

The billing rate to RECRUITER is \$_____ per hour. This rate will cover all fees and normal out-of-pocket expenses including payroll and associated expenses for the referred individual. Normal out-of-pocket expenses do not include travel, lodging or travel per diem costs. Any travel expenses or other expenses that CLIENT requires RECRUITER to incur under the terms of this Agreement shall be reimbursed to RECRUITER by CLIENT. Also, RECRUITER has a four (4) hour minimum on assignments. If a candidate reports for work and is not needed for any reason, we will pay the Candidate and bill CLIENT (s) a four (4) hour show-up fee.

2.2 Key Factors and Assumptions:

(a). Some of the key factors and assumptions that are applicable to this Agreement:

- (1). The individual referred by RECRUITER on this project will coordinate general tasks with the manager or lead person.
- (2) RECRUITER has no responsibility for providing work assignments or tasks related to the work to be performed.
- (3) In the event that CLIENT hires the referred individual within one year after completion of work under this Agreement, CLIENT shall pay a placement fee to RECRUITER equal to 10% of the first year's compensation.

2.3 Invoicing

RECRUITER shall submit invoices to CLIENT weekly. CLIENT shall pay each invoice within seven (7) days of the date of the invoice. CLIENT shall pay an additional charge of one and one half percent (1-1/2%) of the amount of the invoice per month or the maximum percentage allowed by law, whichever is the lesser for any payment received by RECRUITER more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of CLIENT. In the event of a legal action brought by RECRUITER against CLIENT for invoice amounts not paid, attorney's fees, court costs and other related expenses shall be paid to the prevailing party by the other party.

3. Screening And Interviewing:

3.1. Screening:

RECRUITER shall screen qualified CANDIDATE(s) which screening shall include, subject to express written instructions by CLIENT, resume review, lawful right to work status per applicable INS regulations, initial interview, and, within State and Federal guidelines, any necessary background and/or reference checks. Additional or specific screening requirements CLIENT may request shall be requested in writing. RECRUITER expressly reserves the right (and will notify CLIENT in writing), to refuse to perform any screening activities, which, in RECRUITER'S sole discretion, violate either the letter or the spirit of any Federal, State, or Local law and/or Ordinance as they may relate to fair employment practices.

3.2 Interviewing:

Upon receipt of express written instructions from CLIENT, RECRUITER shall conduct any initial interviews with any CANDIDATE(S) meeting the job requirements set forth by CLIENT in Exhibit A hereto. Any such interview(s) shall be conducted according to the standards, including but not limited to, all laws relating to pre-employment procedures. These shall include but are not limited to written waivers prior to conducting certain background checks. Should CLIENT request specific questions during the interviewing process, such specific questions shall be submitted to RECRUITER in writing prior to the initial interview. RECRUITER hereby expressly reserves the right to refuse to ask any question or questions it believes in its sole discretion are in any manner improper or against public policy.

3.3 Testing:

Should CLIENT require pre-employment testing to be administered by RECRUITER of any qualified applicant, such test(s) shall be submitted in writing to RECRUITER in advance along with any testing and answer materials. Any and all testing shall comply with any and all applicable Federal, State, and/or Local laws governing such activities.

4. Confidentiality:

RECRUITER shall refrain, unless requested otherwise, to disclose the name of CLIENT or other information about CLIENT'S Company which may directly lead to identification of such identity, until such time as authorized in writing by CLIENT. Further, RECRUITER shall not disclose the name of potential CANDIDATES to CLIENT until such time as RECRUITER believes, and CLIENT accepts the tender of the potential CANDIDATE for CLIENT review.

5. Representations and Warranties:

The parties hereto represent and warrant as follows:

- 5.1 Neither party shall violate any applicable Federal, State, and/or Local law or regulation as it pertains to the solicitation, screening, interviewing, hiring, or any other activity, which in any way relates to employment and/or labor practices.
- 5.2 Each party hereby agrees to indemnify and hold the other harmless for any breach of this agreement including but not limited to any activity identified in section 5.1 above.
- 5.3 RECRUITER represents that it shall diligently pursue CANDIDATES who meet the lawful written requirements set forth by CLIENT and to submit all such qualified CANDIDATES to CLIENT within a reasonable time.
- 5.4 CLIENT represents that it shall, in good faith, consider each and every qualified CANDIDATE submitted by RECRUITER hereunder, for the position identified, without regard to age, gender, race, ethnicity, sexual orientation, or any other criteria unrelated to the CANDIDATES bona fide abilities to perform the position listed.
- 5.5 CLIENT further represents that it shall provide to the successful CANDIDATE any and all salary, and/or benefits or other compensation originally listed with RECRUITER in Exhibits "A" and "B" attached hereto.
- 5.6 RECRUITER represents and warrants and CLIENT understands that RECRUITER is not an "Employment Agency" as defined in California Civil Code Section 1812.501 et seq.
- 5.7 Each party to this Agreement represents and warrants that no fee whether in actual or "in kind" will be charged any CANDIDATE or other "Job Seeker" as that term is defined under applicable law.
- 5.8 CLIENT acknowledges that RECRUITER may be engaged in searches for CANDIDATES for other CLIENTS and hereby waives any actual or perceived conflict of interest as such may arise from time to time in the business of recruiting prospective employees.

6. Termination of Candidate and/or Substitution

6.1 Termination For Cause:

In the event a CANDIDATE is submitted by RECRUITER and is hired by CLIENT and subsequently terminated for cause, in which such cause shall be solely attributable to failure by RECRUITER to uncover some fact or facts, which were reasonably discoverable during the screening process, CLIENT shall be entitled, at its option, to a refund of a pro rata share of the then applicable fee due RECRUITER, or another placement, free of charge within 12 months from the date of discharge for a comparable position. This paragraph shall not apply to any termination for cause (irrespective of the "cause" after one full year of employment with CLIENT

6.2 Termination Without Cause:

In the event CLIENT terminates a CANDIDATE submitted by RECRUITER hereunder without cause within the first 60 days of employment, RECRUITER shall at RECRUITER'S sole option, 1) substitute a new CANDIDATE for the same or comparable position; and/or, 2) Refund 50% of the fee as computed above.

6.3 Termination by Candidate:

In the event a CANDIDATE submitted by RECRUITER and hired by CLIENT, elects to leave CLIENT'S employment after the first 30 days of employment, without any action attributable to CLIENT or RECRUITER, CLIENT and RECRUITER shall use reasonable efforts to place a new CANDIDATE in the same or comparable position within 60 days. In any event, under this subparagraph 6.3, the fee earned by RECRUITER shall be non-refundable. In the event the CANDIDATE chooses to resign as set forth under this subparagraph 6.3 before the initial 30 days of employment, RECRUITER shall still be entitled to 50% of the fee. HOWEVER, in the event another CANDIDATE is referred and hired within 30 days after the initial CANDIDATE resigns, RECRUITER shall be entitled only to the fee on the substitute CANDIDATE provided it shall be equal to or greater than the initial fee.

7. General Provisions:

- 7.1 This Agreement shall not be assignable by either party, and neither party may delegate its duties hereunder, without the prior written consent of the other party, which consent may be granted or denied in the sole discretion of the non-assigning party, except that in the event that more than fifty percent (50%) of the capital stock of a party is acquired by any person or entity, the other party's consent shall not be required for an assignment of this Agreement to such person or entity. All of the terms and conditions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns.
- 7.2 Nothing contained in this Agreement shall be construed as creating any obligations or expectations on the part of either party to enter into any business relationship with the other party or any third party, or an obligation to refrain from entering into a business relationship with any third party, except as expressly contemplated by the specific terms of this Agreement. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties; it being understood that the parties are independent contractors vis a vis one another. Except as specified herein, no party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other party hereto.
- 7.3 This Agreement, and any Exhibits attached hereto and incorporated herein, set forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. The laws of the State of California, excluding its conflict of law rules, shall govern the formation, interpretation and performance of this Agreement. This Agreement may only be amended or modified in writing signed in advance by an authorized representative of each party. Breach of this Agreement or of any representations and warranties, whether express or implied will entitle the prevailing party in any litigation of and concerning this Agreement, in addition to all other remedies at law or in equity, to reasonable costs and attorney's fees. In any action of an concerning this Agreement or any dispute hereunder, venue shall lie in the County of San Diego in either the State or Federal District Court, having jurisdiction hereunder.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement as of the dates set forth below:

Individually/On behalf of:

CLIENT _____

SIGNATURE _____

TITLE _____

DATE _____

FOR RECRUITER _____

SIGNATURE _____

TITLE _____

DATE _____

EXHIBIT A

SKILLS, QUALIFICATIONS, EDUCATIONAL BACKGROUND, EXPERIENCE

(PLEASE ATTACH RESUME)

EXHIBIT B

JOB/POSITION STATEMENT

(PLEASE INCLUDE DESCRIPTION OR ALL SALARY, BENEFITS, TITLE,
AND OTHER COMPENSATION INCLUDING ELIGIBILITY FOR
APPLICABLE BONUSES, STOCK OPTIONS, AND/OR GRANTS)