



RETAINER FEE SCHEDULE AND OUR GUARANTEE

OUR FEES

Our fees are payable by the Employer, otherwise herein known as the Client, to conduct search services for qualified candidates referred by MrCoachJ, LLC. Client hereby engages MrCoachJ to identify, solicit, recruit, introduce and present qualified candidates who will be hired by Client. MrCoachJ will provide, at its expense, the staff resources, professional services, advertising resources and related expertise required to identify qualified candidates who will be presented to Client. Client will receive exclusive access to each candidate for a period of three (3) business days. MrCoachJ’s fees for our retained search services will be paid by the Client in the following manner:

- **Retainer** - Prior to commencing enterprise retained search services, a retainer of \$5,000 is due. Each retainer is valid for a period of six (6) months from the date of payment received. The retainer fee is non-refundable and non-transferrable. Client agrees to keep MrCoachJ informed of the status of the position(s) assigned.
- **Placement** - Each successful placement shall be at a discounted rate of 20% of the employee’s first year’s annual compensation, less the retainer fee. MrCoachJ, LLC. will invoice Client in thirteen (13) equal weekly installments beginning on the Employee’s first week of work. Payment for each invoice is due within Net 10 Days from the invoice date. MrCoachJ, LLC. will consider the Employee to be employed by Client up until termination notice is provided in writing, and therefore, all invoices billed up until the termination notice will be considered valid and due.

RESUME ACCEPTANCE

Client agrees to notify MrCoachJ, LLC. account manager within two (2) business days regarding resumes submitted for individual candidates who have previously applied independently or through a separate recruitment channel, so that candidate jurisdiction may be turned over right away. Such notifications shall only be considered valid and exempt from this agreement if the Client is actively pursuing the candidate, beyond mere possession of a resume. Documentation such as email correspondence and employment applications must be provided for additional verification. Otherwise, MrCoachJ, LLC. will consider each resume accepted, in order to continue facilitation of evaluations and interviews for hiring of its candidates. Acceptance of each resume constitutes agreement by your company to the above fee schedule. Each candidate resume is valid for a period of twelve (12) months from the date of submittal and any contact with the candidate by the Client during this period shall be under the representation of MrCoachJ, LLC.

OUR GUARANTEE

Should the hired Employee voluntarily resign or be terminated within the invoicing schedule described above, MrCoachJ will stop invoicing the Client as soon as the Client notifies MrCoachJ, in writing, of the Employee’s last day of work. Example: Candidate’s employment ceases after 3 weeks. The client is responsible for payment of 3 invoices, but the remaining 10 invoices (13-3=10) are no longer due. The foregoing guarantee is not available if the employee is terminated as a result of a general layoff due to business conditions, relocation of offices or due to any other reason or condition not caused by the employee's inability to perform the duties for which the employee candidate was hired. The foregoing guarantee is also not available if the employee candidate resigns due to a significant misrepresentation by Client and/or change in the duties of the position for which the employee candidate was originally hired. If no termination notice is timely provided by Client or in the event Client otherwise breaches this contract, in these instances, the entire fee shall become immediately due and payable to MrCoachJ.

PRE-EMPLOYMENT SCREENING

As a part of our recruiting process, it is MrCoachJ’s policy to provide a pre-employment screening service intended to qualify and evaluate candidate experience and qualifications. Upon Client request, MrCoachJ will complete reference checks, employment verifications, and educational verifications. The cost for these tasks is included in the base fee. These tasks are not intended to be an exhaustive background check and are meant to provide answers to specific questions as well as for general information purposes only. Background checks such as criminal, DMV and drug tests may be administered by MrCoachJ upon request for an additional fee. Additional fees and charges must be pre-approved in writing. MrCoachJ, LLC. is not liable for any inaccuracies or misrepresentations on a candidate’s resume.

CONSIDERATION

Client agrees to pay the amount(s) herein specified in return for recruiting and pre-employment services to fill any relevant position designated by Client. Client understands and agrees that MrCoachJ facilitated placements involving reconnection of former employees and contractors of Client are included unless, the last date of employment or contract was less than six (6) months prior to the Client’s first request for relevant placement services for any specified position.

COLLECTIONS

Accounts not paid within ten (10) days of the date of the invoice are subject to a 1.5% monthly finance charge. If MrCoachJ, LLC. is required to hire an attorney to collect the contracted fee, MrCoachJ, LLC. will be entitled to all reasonable attorney’s fees and costs incurred to effect collection from Client, including those incurred for all pre-suit and appellate collection efforts. Exclusive venue and jurisdiction for any litigation shall be in Travis County, Texas and Texas law shall apply. Client waives trial by jury.

MRCOACHJ, LLC. Authorized Signature

Date

Client Authorized Signature

Date

Printed Name and Title

Printed Name and Title

Client Legal Name