

GILBERT CONSULTING SERVICES, INC.

P.O. Box 1317, Arroyo Grande, CA 93421

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GUARANTEED SEARCH AGREEMENT

(Note: Calculations are for illustration purposes only)

GILBERT CONSULTING SERVICES, INC. (hereinafter referred to as GCSI) is hereby authorized to conduct a search for qualified candidates to fill the position of **{Title of your position}** under the following terms and conditions:

1. In the event **{Company Name}** (hereinafter referred to as CLIENT) retains the services of individuals presented by GCSI, the CLIENT will pay to GCSI a service fee of \$25,000 (estimate based on 25% of first year's compensation of \$100,000). Our service charge will be paid in three installments. The first installment (Engagement Fee) of \$8,333 will be paid at the time you approve this agreement. The second installment of \$8,333 will be invoiced upon our presentation of three (3) qualified candidates to you (due net-15 days). The final installment will be invoiced at the completion of the search and is due and payable upon acceptance of employment by the candidate (due net-15 days). If the successful candidate is retained at a higher estimated total first year's compensation, the final payment will be increased proportionally to reflect the correct amount.
2. If GCSI fails to present candidates who are hired for the position or a minimum of 3 qualified candidates for the position within 60-days from the date of the project beginning (i.e. Position Qualification Form P3 approved and Engagement Fee received), GCSI shall refund to the CLIENT the Engagement Fee.
3. If CLIENT fills the position through his own efforts, there will be no refund.
4. If GCSI presents at least three (3) qualified candidates per position within the 60-day period but CLIENT refuses to interview said candidates within a seven (7) day period, no portion of the Engagement Fee shall be refunded to the client.
5. CLIENT shall reimburse candidates for all reasonable interviewing expenses incurred by a candidate who resides outside of a 50-mile radius of the location of the interview, including but not limited to transportation, food, and lodging.
6. CLIENT shall reimburse GCSI on a monthly basis, for all reasonable out-of-pocket expenses incurred by GCSI in discharge of our search obligations including but not limited to transportation, food and entertainment, and lodging for out-of-town interviews by GCSI of potential candidates. Prior client approval will be obtained.
7. The CLIENT may cancel this agreement at any time but in such an event shall not be entitled to a refund of any payments made or the engagement fee and in the event a candidate already presented in the course of this search is hired, the balance of the total service charge will be due and payable when said candidate begins work.

Signature/Print Name

Date

GILBERT CONSULTING SERVICES, INC.

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GUARANTEED SEARCH AGREEMENT (cont.)

- 8. If the services of the candidate are terminated for any reason, other than elimination of the position or lack of work, within 90 days after the date that the candidate is to begin, we will present a minimum of two 2 additional qualified candidates as the potential replacement for the terminated candidate. We will do so within 60 days after you send us a written notice of the termination of the candidate within 5 days of termination providing the reasons for such termination, and paid our fees when due. You will only be responsible for expenses related to hiring the replacement candidate. "Qualified Candidate" means a candidate who possesses the material qualifications of the position to be refilled or is interviewed by the CLIENT for the position. This guarantee is to allow CLIENT to satisfy itself that the candidate has the requisite experience and qualifications, and that information provided by the candidate and other sources, directly or through us, is accurate and will be your sole remedy.
- 9. If collection activities should become necessary, the fee would be adjusted to include any related expenses, such as reasonable attorney's fees. Because we will be performing our services in the State of California, its laws would be applicable to our relationship, and its courts would have jurisdiction over both of us.
- 10. The candidates will be referred to you in confidence, and we ask that you not refer or identify them to any other company. Should you do so, and the other company enters into a service relationship with the candidate, both companies would be responsible for the payment of the service fee.
- 11. If you retain the services of any of the candidates for other positions within a year after we last communicated about the candidate, you will pay us an additional fee equal to 25% of the candidate's estimated first year's compensation.
- 12. In accordance with your policies and ours, we do not discriminate in the referral or acceptance of candidates on the basis of race, color, religion, sex, age, national origin, marital status, disability or other protected characteristics.

Thank you for the opportunity to serve you. The undersigned hereto agrees to all provisions contained in this Agreement.

Gilbert Consulting Services, Inc.

{Company Name}

BY: _____
Gina Gilbert, Vice President

BY: _____
Signature/Print Name

Date: _____

Date: _____

POSITION QUALIFICATION FORM

| | |
|-----------------------------------|---|
| COMPANY: {Company Name} | POSITION TITLE: {Title of Position} |
|-----------------------------------|---|

| COMPE NSATION | |
|---------------------------|--------------------------|
| SALARY: (\$ Range) | PROFIT SHARING: ? |
| BONUS: (\$Range) | |
| STOCK: ? | OTHER: ? |

| RELOCATION Yes No | |
|---------------------|--------------------------|
| HOUSEHOLD: | HOME SALE: |
| VEHICLES: | HOUSE HUNT TRIPS: |
| TEMP LIVING: | OTHER: |

The following describes the **minimum** desired candidate qualification for the position identified above:

| | QUALIFICATION/SKILL/ABILITY |
|----|-----------------------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

The company agrees to:

1. Contact candidates within 7 days of presentation.
2. Provide GCSI with decisions (yes/no) within 48 hours after each interview occurs.
3. Provide specific reasons why candidates are eliminated from the interview process.
4. Compress the time between the first interview to offer extension to 2 weeks or less.

After reviewing the above minimum candidate qualifications please have all interviewers sign and date the form below:

1. _____/_____ 2. _____/_____

3. _____/_____ 4. _____/_____

FAX completed form to (805) 481-7982