

Direct Hire Contract

This **Direct Hire Contract** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Staffing Agency

Client

WHEREAS, Agency provides recruitment and direct-hire placement services; and

WHEREAS, Client wishes to engage Agency to identify and refer qualified candidates for employment with Client;

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree as follows:

1. Services

Agency will use reasonable efforts to source, screen, evaluate, and refer candidates for positions requested by Client. Agency may conduct interviews, review qualifications, and perform other recruitment activities agreed by the parties.

Agency does not guarantee that it will identify a suitable candidate, that a referred candidate will accept Client's offer, or that any candidate will remain employed for a particular period.

2. Client Hiring Decisions

Client is solely responsible for determining whether a candidate is suitable for employment. Client will conduct its own interviews, reference checks, background checks, eligibility-to-work verification, skills assessments, and any other screening required by law or Client policy.

Client is solely responsible for all employment decisions, including compensation, benefits, work arrangements, job duties, supervision, discipline, and termination. Any candidate hired by Client under this Agreement will be Client's employee and will not be an employee of Agency.

3. Candidate Referrals

A "Referred Candidate" means an individual whose identity or application materials Agency provides to Client in connection with a potential position.

If Client believes it received a Referred Candidate's information from another source before Agency's referral, Client must notify Agency in writing within _____ business days after receiving the referral and provide reasonable supporting information. If Client does not provide timely notice, the candidate will be treated as a Referred Candidate under this Agreement.

4. Placement Fee

Client will pay Agency a direct-hire placement fee for each Referred Candidate hired by Client or an Affiliate during the Fee Period.

The placement fee will equal _____% of the candidate's first-year Gross Annual Compensation, subject to a minimum fee of _____.

"Gross Annual Compensation" means the candidate's annual base salary and any guaranteed commissions, bonuses, allowances, or other guaranteed cash compensation. It does not include discretionary bonuses, equity awards, reimbursements, benefits, or expense allowances that are not guaranteed.

The fee is earned when Client or an Affiliate offers employment or otherwise engages a Referred Candidate and the candidate accepts that offer or begins providing services, whichever occurs first.

5. Fee Period and Other Engagements

The "Fee Period" begins on the date Agency refers a candidate to Client and continues for _____ months.

A placement fee is due if, during the Fee Period, Client or an Affiliate hires or engages a Referred Candidate in any capacity, including as an employee, independent contractor, consultant, temporary worker, or through another business entity controlled by the candidate.

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with Client.

6. Invoicing and Payment

Agency will issue an invoice after the placement fee is earned. Client must pay all undisputed amounts within _____ days after the invoice date.

Any overdue undisputed amount may accrue interest at the lesser of _____ % per month or the highest rate permitted by applicable law. Client will reimburse Agency for reasonable costs of collecting overdue amounts, including reasonable legal fees and collection costs.

7. Replacement Guarantee

If a candidate hired through Agency voluntarily resigns or is terminated by Client for documented cause within _____ days after the candidate's employment start date, Agency will use reasonable efforts to provide one replacement candidate for the same or a substantially similar position at no additional placement fee.

The replacement guarantee applies only if Client has paid the placement fee in full and gives Agency written notice of the candidate's departure within _____ business days. The guarantee does not apply if the candidate leaves because of a reduction in force, material change in job duties, compensation reduction, relocation, unsafe working conditions, harassment, discrimination, or Client's breach of an employment agreement or applicable law.

If Agency cannot provide a replacement candidate within _____ days after receiving notice, Agency's obligation under this clause will be limited to a credit of _____ % of the placement fee toward a future direct-hire placement made within _____ months. No cash refund is required unless the parties agree otherwise in writing.

8. Confidentiality

Each party may receive confidential information from the other party in connection with this Agreement. Confidential information includes business plans, pricing, customer information, recruitment methods, candidate information, and non-public personal information.

Each party will use the other party's confidential information only to perform or receive services under this Agreement and will protect it using reasonable care. A party may disclose confidential information to personnel and professional advisers who need to know it and are bound by confidentiality obligations.

This clause does not apply to information that is publicly available without breach of this Agreement, already known without confidentiality restrictions, independently developed, or lawfully received from another source without a confidentiality duty.

9. Candidate Information and Privacy

Agency will provide candidate information to Client only for evaluating potential employment or engagement. Client will protect candidate information, limit access to personnel with a legitimate business need, and comply with applicable privacy, employment, and anti-discrimination laws.

Client will not share a candidate's information with another person or organization without Agency's prior written consent, except where required by law.

10. Non-Circumvention

Client will not take steps intended to avoid payment of a placement fee, including arranging for an Affiliate, related entity, intermediary, or third party to hire or engage a Referred Candidate during the Fee Period.

11. Representations and Disclaimer

Each party represents that it has the authority to enter into this Agreement.

Agency will perform its services in a professional manner. Except as expressly stated in this Agreement, Agency makes no representation or warranty regarding any candidate's qualifications, background, work performance, fitness for a position, or future conduct.

12. Limitation of Liability

Neither party will be liable to the other for indirect, incidental, special, exemplary, or consequential damages arising from this Agreement, including lost profits, lost business opportunities, or reputational harm.

Agency's total liability arising from this Agreement will not exceed the placement fee paid to Agency for the specific placement giving rise to the claim. This limitation does not restrict Client's obligation to pay fees properly due under this Agreement or either party's liability for fraud, willful misconduct, or breach of the Confidentiality clause.

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13. Term and Termination

This Agreement begins on the Effective Date and continues until terminated.

Either party may terminate this Agreement without cause by giving _____ days' written notice to the other party. Either party may terminate this Agreement immediately by written notice if the other party materially breaches this Agreement and does not cure the breach within _____ days after receiving written notice.

Termination does not affect fees earned before termination or Agency's right to a placement fee for a Referred Candidate hired or engaged during the Fee Period. The Confidentiality, Candidate Information and Privacy, Non-Circumvention, Limitation of Liability, Governing Law, and General Provisions clauses will survive termination.

14. Independent Contractors

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment relationship, agency relationship, or fiduciary relationship between the parties.

Neither party may bind the other party or make commitments on the other party's behalf without prior written authorization.

15. Notices

Any notice under this Agreement must be in writing and delivered by personal delivery, recognized courier, certified mail, or email with confirmation of receipt to the addresses in this Agreement or to any updated address provided in writing.

16. Governing Law and Dispute Resolution

This Agreement is governed by the laws of _____, without regard to conflict-of-law rules.

Before starting legal proceedings, the parties will attempt in good faith to resolve any dispute through discussions between authorized representatives. If the dispute is not resolved within _____ days, either party may bring the dispute before the courts located in _____, and each party consents to those courts' jurisdiction.

17. General Provisions

This Agreement is the entire agreement between the parties regarding Agency's direct-hire recruitment services and replaces prior discussions or agreements on that subject.

Any amendment to this Agreement must be in writing and signed by both parties. A waiver is effective only if it is in writing and applies only to the specific instance for which it is given.

If any provision of this Agreement is found unenforceable, the remaining provisions will remain in effect, and the unenforceable provision will be modified only as necessary to make it enforceable.

Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign it in connection with a merger, reorganization, or sale of substantially all of its assets.

This Agreement may be signed electronically and in counterparts. Each signed counterpart will be treated as an original, and together they form one agreement.

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18. Signatures

By signing below, the parties confirm that they have authority to enter into this Agreement and agree to its terms.

Staffing Agency

Client

Name

Name

Date

Date

Signature

Signature



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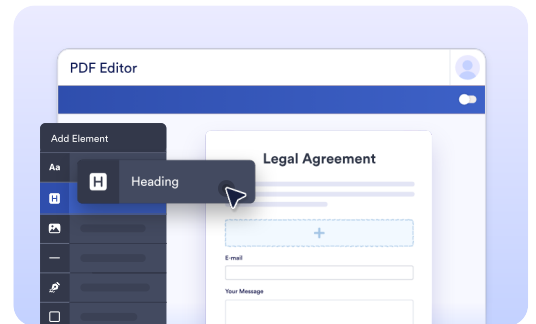
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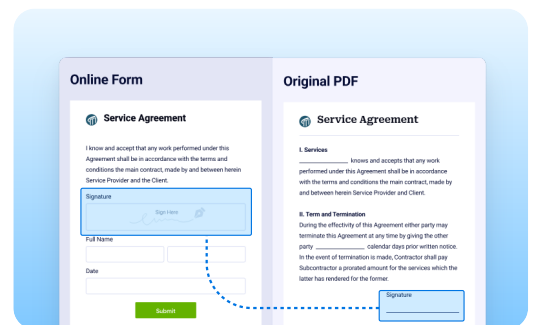
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