

## Client Placement Agreement Terms & Conditions - Form 2017.20

### Introduction:

Thank you for your interest in utilizing our staffing and recruiting services. Your acknowledgment at the end of this agreement confirms that our firms will work together to resolve your current placement and recruitment requirements. Our company headquarters is located at 236 5th Avenue, New York, NY 10001 and doing business as Consulting For Architects, Inc. and Incorporated in the State of New York.

### Definitions:

The Referral Agency, Consulting For Architects, Inc. ("CFA") provides referral services for Job Seekers ("Applicants") and Hiring Firms ("Clients"). The term "Commission" is the fee CFA adds to the Applicants hourly fee for Project Placements and the Project Placement component of a Project-to- Permanent Placement. The commission for a permanent placement is a onetime fee. A breach of the Commission Protection and Confidentiality Agreement occurs when an Applicant and Client post-introduction, enter a working relation of any kind without CFA's knowledge and approval by written consent, until after 6-months past, from the date of the introduction. The term "Introduction" is defined as: (i) any exchange of oral and written communications; (ii) any exchange of resumes, CV's, cover letters, project lists, work samples, portfolios, social media sites, professional references, and employment history; (iii) any exchange of job openings outside the scope of the original job opening. These same Terms apply equally to Applicants rejected by the Client, Applicants interviewed by phone or in person by the Client. Applicants that previously applied directly to the Client or the Clients representatives within the last 30 days prior to the introduction are exempt. These same Terms apply to any subsidiary, affiliate, or associate of the Client; including any businesses the Client may share office premises.

### Placement, Fees & Invoicing Agreement:

I. **Project Placement** - Applicants working on an as-need basis.

Fees: Services are charged by the hour (No Overtime Charges). The CFA fee for the Applicant is added to the Applicants agreed upon hourly fee and presented to the Client as one combined hourly fee.

Invoicing: The Applicant's billing period is Monday through Sunday. Accordingly, the Applicant presents his/her time record to an authorized representative of the Client for signature. The Client agrees to make an authorized firm representative available to approve the time record in a timely manner. CFA cannot release payments to Applicant on your behalf without an approved time record. Furthermore, the Client's signature authenticates the Applicants time record is true and correct, and that the work product has been reviewed by the Client and deemed satisfactory; authorizing CFA to invoice and collect the full amount from the Client. Project Placement invoices are due and payable in full within 30 days of receipt.

New York

East Coast Headquarters

236 5th Ave

New York, NY 10001

(212) 532-4360

(800) 723-8882

[Website](#)

Los Angeles

West Coast Branch

(213) 213-5495

(888) 909-1224

[A portion of our proceeds are donated to charity](#)

II. **Project-to-Permanent Placement** - Applicant's start working on a Project Basis with the intention of becoming the Client's Permanent Employee after a successful trial period.

**Fees:** The Project Placement services are charged by the hour (No Overtime Charges). The CFA fee for the Applicant is added to with the Applicants agreed upon hourly fee and presented to the Client as one combined hourly fee. For the Permanent Placement occurring during the second or third month from the Project Placement start date, the fee is 17.5% of the Applicant's first year's annual salary. If the Applicant becomes a Permanent Employee of the Client between the fourth and sixth month from the Project Placement start date the fee is 15% of the Applicant's first year's annual salary. If the Applicant becomes a Permanent Employee of the Client after six months of the Project Placement, there are no fees due to CFA. There is no Permanent Placement Guarantee for Project-to-Permanent Placements.

**Invoicing:** The Permanent Placement fee is invoiced when the Client and Applicant reach an employment agreement. The Permanent Placement fee is due in full within 30 days from the Applicants start date.

III. **Permanent Placement** - The Applicant is hired by the Client directly on a Permanent Basis.

**Fees:** The Permanent Placement fee is 20% of the Applicants of the first year's salary.

**Invoicing:** The Permanent Placement fee is invoiced when the Client and Applicant reach an employment agreement. The Permanent Placement fee is due in full within 30 days from the Applicants start date, or the Client forfeits the Permanent Placement Guarantee (The Guarantee is explained below).

#### **Permanent Placement Guarantee:**

Provided the Client adheres to Permanent Placement Billing Terms, CFA's Permanent Placement Guarantee will be honored. The following conditions apply:

100% of the Permanent Placement fee will be refunded if the Applicant is terminated or resigns for any reason within the initial 30 calendar days of the Applicants start date.

66% of the Permanent Placement fee will be refunded if the Applicant is terminated or resigns for any reason within 31 to 60 calendar days of the Applicants start date.

33% of the Permanent Placement fee will be refunded if the Applicant is terminated or resigns for any reason within 61 to 90 calendar days of the Applicants start date.

The Permanent Placement fee is not refundable if the Applicant is terminated or resigns for any reason after 90 calendar days of the Applicants start date.

#### **Worker Classification Agreement:**

For Project Placements only; this Worker Classification Agreement into which all three parties, (1) the Applicant, (2) CFA and, (3) the Client have entered is intended and necessary to protect CFA's role as a unique referral solution. CFA refers self-employed professional Applicants as Independent Contractors to Clients in need of consulting services, typically on a short-term or Project Placement basis.

(i) Applicants referred by CFA are independent contractors and not an employee of the Client or CFA; (ii) CFA and the Client shall not be responsible to pay any city, state, or federal income taxes on amounts payable to the Applicant and that the Applicant fully responsible for the same; (iii) Applicant bills the Client directly for business expenses incurred by the Applicant are due and payable to the Applicant in accordance to the previously agreed upon terms and conditions; (iv) Further, the Applicant shall be fully responsible to maintain all insurance and no contributions shall be made by Client or CFA on the Applicants behalf to the Unemployment Insurance Fund or Workman's Compensation Fund. The Applicant acknowledges and agrees that the Applicant is not entitled to enter an unemployment claim or receive unemployment after the completion of your engagement, or entitled to make a claim, or receive Workers' Compensation coverage if the Applicant is injured while actively consulting. To apply for or receive these government benefits would be equivalent to committing an act of fraud. As a self-employed professional, Applicants accept personal responsibility to pay taxes based on estimated income.

**Commission Protection and Confidentiality Agreement:**

All commissions are paid to CFA by the Client. However; this Commission Protection and Confidentiality Agreement into which all three parties, (1) the Applicant, (2) CFA and, (3) the Clients have entered is intended and necessary to protect CFA's role as a unique referral solution, the contractual relationships with our Clients, and the livelihood and well-being of our employees.

A) CFA requires that Applicant, as well as the Client, each acknowledge and agree to maintain the confidentiality and exclusivity pertaining to CFA's work product and methods and the confidentiality of the Applicant that may result from CFA's introduction of that Applicant.

B) Absent the express written consent by all three parties, CFA, Applicant, and Client, in the event of a breach of this Agreement, both the Applicant and Client shall be jointly and severally liable for liquidated damages in the amount of \$2,500.00 plus 50% of all hourly income or salary paid until the liquid damages are paid to CFA in full. Applicant and Client expressly acknowledge that such sum is a fair and reasonable calculation of the amount necessary to offset the loss of commission, and the cost of delivery (overhead) of CFA services to which CFA would have otherwise been entitled and which it otherwise would have earned. The Applicant and Client understand and agree to the entirety of the Commission Protection and Confidentiality Agreement set forth herein. Thank you for respecting our sources of income as we respect yours.

**Acknowledgment:**

As evidenced by my Signature below, I hereby understand and agree to the entirety of the Client Placement Agreement - Form 2017.20, and I hereby certify that I agree to its terms and conditions.

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Signature

Date

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Print name

Job Title