

Recruiting Agreement

This Agreement ("Agreement") is entered into on this ____ day of _____, 2018, between Parliament Staffing Solutions, LLC, a Texas limited liability company, with offices located at 5050 E. University, Suite 8, Odessa, Texas 79762 and _____ ("Client"), with offices located at _____.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. **Scope of Work.** Client agrees to engage Parliament to recruit, screen, and match Doctors of Chiropractic to fill open positions made available by Client.

2. **Duties and Responsibilities.**

- a. Upon execution of this Agreement, Parliament will begin locating and identifying candidates to be made available to Client for hire. Parliament will also interview and assess all candidates.
- b. Client will notify Parliament in writing within 24 hours if any Candidate presented by Parliament is already known to Client by providing written evidence of such knowledge to Parliament. If no such evidence is presented, the presumption will be that Parliament introduced Candidate to Client.
- c. If the Candidate hired by Client does not stay employed for 60 days, Parliament will recruit and place another Candidate at no additional charge.
- d. After Candidate is placed, there will be a follow-up by Parliament at 1 week, 2 weeks, 3 weeks, 4 weeks, 3 months, 6 months, 9 months, and 1 year.

3. **Payment and Fees.** Client will compensate Parliament for services rendered as follows:

The fee for recruiting and placing a chiropractor is \$4,000. The balance shall be paid at the time the Candidate is placed with the client of Parliament Staffing Solutions. The fee for recruiting and placing a chiropractor shall be earned by Parliament should Client employ Candidate at any time during the term of this Agreement and for a period of 12 months thereafter with respect to any Candidate introduced by Parliament to Client during the term of this Agreement. All advertising costs will be paid for by the Client.

4. **Term of Agreement.** This Agreement shall begin on the date of execution and continue for a period of one year. After the primary period, this Agreement shall continue until terminated upon thirty (30) days written notice delivered by one party to the other.

5. **Confidentiality.** Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law.

6. **Indemnification.** Client agrees that it will indemnify, defend, and hold harmless Parliament, its officers, employees, and agents from and against all causes of actions, liabilities, third-party claims, losses, costs and expenses (including costs of defense and attorneys' fees), including

Recruiting Agreement

those related to property, personal injury, death, and malpractice arising from the actions of a Candidate who has been hired as an employee of Client.

7. **Limitations of Liability.** Parliament's liability with respect to any potential claims against it is limited to direct damages only.
8. **Modifications.** This Agreement may be modified only by a writing executed by both parties.
9. **Applicable Law.** This Agreement and any disputes shall be governed by the laws of the State of Texas, without regard to its choice or conflict of laws provisions. Any disputes arising under this Agreement will be heard in the courts located in Ector County, TX.
10. **Assignments.** Client shall not transfer or assign this Agreement without prior written consent from Parliament.
11. **Severability.** If any term of this Agreement is found to be illegal, otherwise invalid, or unenforceable, such term will be excluded to the extent of such invalidity or unenforceability. All other terms of this Agreement shall remain in full force and effect and, to the extent permitted, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term.
12. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings.
14. **Disclaimer.** Client agrees and acknowledges that Parliament is not making any type of warranty regarding the suitability of an applicant as an employee of Client and agrees that it will indemnify, defend and hold harmless Parliament from any and all damages on the part of Client as a result of the hiring of an applicant by Client.

By including your signature below you acknowledge that you have read and understand the foregoing Agreement and that you agree to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

PARLIAMENT STAFFING SOLUTIONS, LLC

By: _____
 _____,

 Date

 Clinic Name & Address

 Website

 Client Name and/or Representative – Please Type or Print

 E-mail

 Signature of Client and/or Representative

 Date