

# DIRECT HIRE STAFFING AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Parties:

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Staffing Agency:

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Purpose:

This Direct Hire Staffing Agreement ("Agreement") is made between Client and Staffing Agency to set forth the terms and conditions under which Staffing Agency will provide potential candidates for employment to Client.

### 1. Candidate Presentation and Confidentiality

Staffing Agency shall present potential candidates to Client for employment consideration. Client agrees to keep all candidate information confidential and use it solely for evaluating candidates for employment. Client shall not directly or indirectly employ any candidate presented by Staffing Agency without executing a direct hire placement under this Agreement.

### 2. Placement Fee

In the event Client hires a candidate directly or indirectly referred by Staffing Agency within twelve (12) months of presentation, Client shall pay Staffing Agency a placement fee equal to a percentage of the candidate's first year gross annual compensation as agreed between the parties.

### 3. Payment Terms

Placement fees are due and payable within thirty (30) calendar days from the candidate's start date. Late payments shall accrue interest at the rate of 1.5% per month or the maximum allowed by law, whichever is less.

### 4. Replacement Guarantee

If the candidate's employment terminates for any reason other than layoff or position elimination within ninety (90) calendar days from the start date, Staffing Agency shall provide one replacement candidate at no additional charge or refund the placement fee at Client's election.

### 5. Compliance with Laws

Staffing Agency and Client agree to comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to equal employment opportunity, non-discrimination, and labor laws.

### 6. Candidate Screening

Staffing Agency will perform reasonable background screenings and reference checks prior to candidate presentation. However, Client is responsible for conducting any additional due diligence and final employment decisions.

#### **7. Confidential Information**

Each party shall keep all confidential information received from the other party in strict confidence and shall not disclose such information to any third party without prior written consent.

#### **8. Independent Contractor**

Staffing Agency is an independent contractor and nothing contained herein shall be construed as creating an employer-employee relationship, partnership, or joint venture between the parties.

#### **9. Limitation of Liability**

In no event shall either party be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of this Agreement.

#### **10. Indemnification**

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, liabilities, costs, or expenses arising from breach of this Agreement, negligence, or willful misconduct.

#### **11. Term and Termination**

This Agreement shall commence on the Effective Date and continue until terminated by either party with thirty (30) days' prior written notice. Termination will not affect Client's obligation to pay fees for any candidates hired prior to termination.

#### **12. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State specified by Client, without regard to conflict of laws principles.

#### **13. Dispute Resolution**

Any disputes arising out of or relating to this Agreement shall first be attempted to be resolved by mediation. If mediation fails, disputes shall be resolved by binding arbitration in the agreed jurisdiction.

#### **14. Notices**

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic mail to the addresses of the parties set forth in this Agreement or updated by notice.

#### **15. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

#### **16. Amendments**

Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

#### **17. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

#### **18. Waiver**

Failure to enforce any provision shall not be deemed a waiver of future enforcement of that or any other provision.

**19. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**20. Force Majeure**

Neither party shall be liable for delays or failures in performance resulting from causes beyond their reasonable control, including but not limited to acts of God, government actions, or labor disputes.

**CLIENT SIGNATURE**

**STAFFING AGENCY SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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