

# EMPLOYEE PLACEMENT AGREEMENT

THIS AGREEMENT between **HOME STAFFERS, INC.**, a Texas Corporation doing business as **PARK CITIES HOME STAFFERS** (hereinafter referred to as the "Agency"), and \_\_\_\_\_ (one or more, referred to as the "Client") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the Agency is in the business of providing employment referrals of prospective domestic employees; and

WHEREAS, the Client desires to select and employ an employee ("Employee") to satisfy the Client's domestic service needs, which Employee will be referred to Client by the Agency;

IT IS MUTUALLY AGREED, between the parties, for the consideration set forth below, as follows:

1. **AGENCY'S REFERRAL SERVICES.** The Agency agrees to use diligent efforts to find for the Client an Employee satisfying the specifications presented to the Agency by the Client.
2. **FEE.** Conditioned upon Client approving and hiring an Employee referred by the Agency, the Client agrees to pay the Agency a placement fee of \$3,000.00 (the "Fee"). **THE FEE BECOMES DUE AND PAYABLE AFTER THE CLIENT HAS HIRED ANY EMPLOYEE REFERRED BY THE AGENCY AND THE FEE SHALL BE PAID BY THE CLIENT TO THE AGENCY ON OR BEFORE SUCH NEW EMPLOYEE'S FIRST DAY OF EMPLOYMENT WITH THE CLIENT. THE FAILURE BY THE CLIENT TO PAY THE FULL AMOUNT OF THE FEE ON OR BEFORE THE FIRST DAY OF THE EMPLOYEE'S EMPLOYMENT WITH THE CLIENT VOIDS THE GUARANTEE DESCRIBED BELOW. CLIENT AGREES FOR A PERIOD OF ONE YEAR AFTER MEETING ANY PROSPECTIVE EMPLOYEE SUBMITTED BY AGENCY NOT TO EMPLOY ANY SUCH CANDIDATE REFERRED BY THE AGENCY WITHOUT THE PRIOR APPROVAL OF THE AGENCY AND CLIENT'S PAYMENT TO IT OF THE FEE. THE CLIENT UNDERSTAND THAT THE AGENCY WILL NOT PROVIDE A REFUND OF THE FEE TO THE CLIENT UNDER ANY CIRCUMSTANCES.**
3. **GUARANTEE.** The Agency guarantees the Client its reasonable satisfaction with the services performed by the Employee for a period of six (6) months from the first day of employment. If for any reason the Client is not satisfied with the Employee during this (6) month period, the Agency will use its best efforts to provide one replacement Employee to Client at no additional cost to Client. In this event, the Client agrees to maintain the same salary provided to the original Employee and to require similar qualifications as originally specified by the Client. This guarantee is subject to the following exception: if during such six (6) month period the job description, Employee requirements, work hours or salary materially changes, the Agency shall not be liable to provide to Client any replacement of the Employee , including the one replacement Employee mentioned above.

4. **HOLD HARMLESS.** Client acknowledges that the Agency, its employees and representatives do not employ or exercise control over any person referred as a potential Employee to Client. Client acknowledges that the Agency shall have no responsibility for the actions, conduct or omissions of any Employee hired by the Client. The Client shall indemnify and hold the Agency, its officers, directors, employees and agents harmless from any damages, costs, expenses or liabilities (the "Liabilities") of any kind whatsoever arising out of or in any way connected with the employment or attempted employment by Client of any Employee referred to the Client by the Agency, regardless of how, when or where the Liabilities are incurred.

EXECUTED as of the date provided in the first paragraph hereof.

\_\_\_\_\_  
(Client signature)

\_\_\_\_\_  
(Client signature)

**AGENCY: HOME STAFFERS, INC.**

By: \_\_\_\_\_  
Adrienne A. Callaway, President