



TEMPORARY PLACEMENT AGREEMENT

The Beverly Hills Bar Association Personnel Referral Service (PRS) refers all qualified candidates, regardless of sex, marital status, race, color, ancestry, medical condition, age, religion or citizen status, as required by law. All candidates are personally interviewed by PRS consultants and tested for skills appropriate to the position for which the candidate is referred.

All placement fees are paid by the employer and are non-negotiable. The temporary fee for all temporary personnel is 15 percent of the gross earnings of the employee. All fees are payable to PRS concurrently with the payment of earnings to the temporary employee, either at the end of a day-to-day assignment, or at the end of each work week. The temporary employee will present you with a wage statement. **PRS DOES NOT RENDER AN INITIAL BILL.**

All personnel referred to you on temporary status are NOT EMPLOYEES of PRS and PRS is not responsible for employee taxes, if any. You are responsible for all contractual arrangements with such personnel. The monies paid to PRS is a commission fee only.

If the employer wishes to hire a temporary employee on a permanent basis, a permanent fee will be due, less any fees paid for that employee during the preceding six months only. The permanent fee due for said employee is an amount equal to ten percent of the total estimated first year's annual compensation, as agreed upon by PRS, the employee and the client at the time of hiring. All fees are immediately due and payable. With reference to all permanent placements, should the referred employee leave or be terminated within 30 calendar days of the commencement of the permanent employment, in lieu of the permanent fee the amount due to PRS will be the comparable temporary fee for the period of the employment as set forth above.

If a PRS temporary or permanent candidate accepts a position with a client, or any affiliate thereof, within two years of the date of the initial referral by PRS, whether as a temporary or permanent employee, PRS shall be entitled to the requisite temporary or permanent fees then applicable.

If for any reason the fees due hereunder are not paid when due, and should PRS be required to commence any action to collect the same, the client hereunder shall be responsible for all reasonable attorneys fees and court costs with respect thereto.

The above agreement is acknowledged and agreed to:

DATE: _____

SIGNATURE

PLEASE PRINT YOUR NAME

FIRM NAME

FIRM ADDRESS