



THE BOUTIQUE SEARCH FIRM

A California Corporation
EIN 95-464-1272

1173 Rodeo Drive, BEVERLY HILLS, California 90035 Tel. [REDACTED] Fax. [REDACTED]

RETAINED SEARCH AGREEMENT

This Exclusive Retained Search Agreement (this "Agreement"), dated September 10, 2014, (the "Effective Date"), is made by and between The Boutique Search Firm, a California corporation (the "Search Firm") and XXXXX (the "Client").

WHEREAS, the Client desires to engage the Search Firm, a professional executive recruiting firm, and the Search Firm desires to accept such engagement, all on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained in this Agreement, the parties agree as follows:

1. **Engagement.** The Client hereby engages the Search Firm and the Search Firm hereby accepts such engagement as an independent contractor to perform the duties set forth in this Agreement.

2. **Duties of The Search Firm.** The Search Firm shall use diligence and discretion in recruiting highly-qualified professionals (the "Candidates") for the position of Service Supervisor/Trainer, meeting the specifications and criteria set forth by the Client, as more fully described on Exhibit A, attached hereto.

3. **Extent of Duties.** The Search Firm shall undertake an overall effort to produce the best Candidate for the position.

4. **Compensation.** The Client agrees to pay the Search Firm a fee amounting to thirty percent (30%) of the placed Candidate's first-year annual base salary (the "Fee"). The Fee shall be payable in two installments in the following manner: (a) a retainer fee equal \$5,000.00 shall be paid upon signature of the search agreement. (b) the adjusted balance of the Fee shall be payable upon the Candidate's date of hire.

5. **Offer of Employment by Another Company.** Should the Client refer or identify a Candidate that has been presented to it by the Search Firm to another company, affiliate or subsidiary, which then enters

Initial _____
Client Search Firm

into a service relationship with that Candidate, both companies shall be responsible for payment of the Fee to the Search Firm.

6. **Reimbursement of Expenses.** The Client shall reimburse the Candidates for all reasonable interviewing expenses incurred by any Candidate who resides outside a 50 - mile radius of the location where the interview is to be conducted, including but not limited to transportation, food and lodging.

7. **Termination.** The Client may, upon written notice, terminate this Agreement at any time. The Client agrees that in the event this Agreement is terminated prior to the placement of a Candidate, the Client shall not be entitled to a refund of any portion of the Fee already paid. Notwithstanding anything to the contrary contained in this Agreement, in the event any Candidate presented by the Search Firm is hired by the Client within one year following the termination of this Agreement the Client shall pay the entire Fee to the Search Firm.

8. **Guarantee.** The Search Firm will guarantee the placement of the Candidate for a period of twelve months. This period of twelve months begins on the date the Candidate commences working for the Client. Should the Candidate resign or be terminated for cause during this twelve-month period, the Search Firm commits to engage in a replacement search at no cost to the Client. This guarantee will be protected if final payment is received within 15 days of the first day of employment of the candidate.

9. **Governing Law.** This agreement shall be governed by the laws of the State of California as to both interpretation and performance.

10. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements between the Client and the Search Firm. No modification, change or amendment of this Agreement or any of its provisions shall be valid unless in writing and signed by the party against whom such claimed modification, change or amendment is sought to be enforced.

11. **Facsimile; Counterparts.** This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CLIENT:

Initial _____
Client Search Firm

By: _____
Name: _____
Title: _____

**SEARCH FIRM:
THE BOUTIQUE SEARCH FIRM**

By: _____
Name: Benoit Gateau-Cumin
Title: Chief Recruiting Officer

Exhibit A
Candidate Specifications and Criteria

1. Title: Service supervisor/trainer
2. Annual Base Salary: TBA
3. List of Qualifications:
 - a. Strong service experience in fine-dining restaurants
 - b. Ability to train others
 - c. Experience in Russian service for banquet events
 - d. Knowledge of wine and mixology
 - e. Minimum 10 years restaurant service experience

Initial _____
Client Search Firm