

Summit Placement Services, Inc. agrees to engage in the recruitment process on behalf of
(Client Name/ City/ State) with the assignment to recruit Physicians, Physician Assistants, and / or Nurse Practitioners. Client agrees
to work with Summit Placement Service, Inc. under the following guidelines:

## **SUMMIT PLACEMENT SERVICE, INC. COMMITS TO:**

Refer Candidates to Client. Perform a referencing check on Candidates, if requested. Arrange travel accommodation for Physicians when requested. Act, if needed, as a mediator between Candidate and Client to negotiate contract terms.

## **CLIENT COMMITS TO:**

Pay to Summit Placement Services, Inc. a total amount of \$32,000.00 for Physician placements, and \$12,000.00 for Physician Assistant or Nurse Practitioner placements. The fee is due once a written document (agreement, letter of intent, or contract, etc.) between Client and Candidate is signed by Candidate and returned to Client or Candidate begins work for Client (whichever comes first). Client will pay a rate of \$50.00 per hour to Summit Placement Service, Inc. in addition to Physician's daily rate and approved expenses if Client hires any Candidate on any other basis than a full-time basis.

## **BASIC PROVISIONS:**

Candidates will be referred to you (Client) in confidence, and we (Summit Placement Service, Inc.) ask that you not refer or identify them to any other company. Should you do so, and the other company enters a service relationship with the Candidate, both companies would be responsible for the payment of the service fee of \$32,000.

Your prior receipt of a Candidate's resume or other material from the Candidate or any other source shall not affect your obligation to pay our service fee, unless the Candidate was under active consideration by you for this position at the time of our referral as evidenced by scheduled interviews.

Summit Placement Services, Inc. agrees to provide Client with 1 (one) qualified referral at no additional fee if Candidate does not show up to work or leaves within the first 60 days, or if Client terminates Candidate within the first 60 days of work. The Replacement clause is valid providing there is valid and fair cause for Candidate's termination, search is for the same specialty at the same location, and all invoices have been paid on time and in full as agreed above. There is no refund of monies that have been paid to Summit Placement Services, Inc. Candidate replacement policy is void if the Candidate is hired for a position which becomes downsized, deleted, or if the position is no longer available at no fault of the Candidate within the initial (60) sixty-day period.

Not at any time shall Client hold Summit Placement Services, Inc. responsible for the acts of omissions of the Candidate. This paragraph shall survive the termination of this agreement.

Client agrees to pay all invoices within ten (10) business days. Client agrees to pay collection agency fees, late fees, attorney fees and interest at 1 ½ % per month if Summit Placement Services, Inc. is not paid as agreed above.

The term of this agreement is for (1) one year, however, in the event Client continues to accept Candidate names and or CV from Summit Placement Services, Inc. this agreement is valid and binding unless Client cancels this agreement in writing. This agreement can be canceled at any time in writing by Client or Summit Placement Services, Inc. This agreement supersedes all other agreements between Client and Summit Placement Services, Inc. This agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of any dispute arising out of or relating to this agreement, the parties agree to first attempt to resolve the matter through informal discussions or mediation. If such efforts are unsuccessful, the parties' consent to the exclusive jurisdiction and venue of the state or federal courts located in Tarrant County, Texas. If any part of this agreement is deemed invalid by a court of law, the part declared invalid has no effect on the other parts of this agreement and all other parts remain valid. Each part stands on its own. This is not an exclusive agreement.

Client:	Doug Dayton, VP of Marketing, on behalf of Summit Placement Services, Inc.
Signature:	Signature:
Date:	Date: