



## Professional Executive Search Agreement

All positions secured through Strategic Hospitality Search (herein also referred to as "SHS" or "We") are on an employer fee paid basis. Arrowhead Golf Club (herein also referred to as "the Client" or "You") will owe SHS a fee if a candidate we refer is hired, directly or indirectly, for any position, as an employee, consultant or independent contractor, by you or your affiliates, parents or subsidiaries within one year of our most recent activity on behalf of the candidate.

If we refer a candidate with whom you have interviewed or scheduled an interview which is pending, and you advise us of this fact within seventy-two (72) hours of our referral, then you will not owe us a fee if you hire the candidate. You shall provide us with documentation at our request sufficient to establish that the interview has been held or scheduled. Otherwise, we shall be deemed the source of the referral. You shall not refer any of our candidates to third parties. If you do so, and the third party hires the candidate, you shall owe SHS a fee as if you had hired the candidate.

Our standard fee is 20 % of the employee's total first year's annual salary as agreed upon between the employer and employee at the time of hiring. SHS shall be the exclusive recruiting agency for this search for sixty (60) days from the date of mutual-signing of this agreement. ~~✱~~

The Client agrees to remit a \$ 2500.00 deposit upon the mutual-signing of this agreement, which will be deducted from the placement fee. Should SHS fail to present at least three (3) candidates who meet the criteria mutually-agreed by the Client and SHS within the first thirty (30) days of the search, SHS shall refund the deposit to the Client. ~~If the Client violates the exclusivity of this agreement or stops the search for any reason, the deposit shall not be refunded.~~

*\* within the 60 days*  
The evaluation period is ~~thirty (30) calendar days commencing with the first day of employment. This 30-day period will be extended to ninety (90) calendar days if full payment of the final placement fee is received within fifteen (15) days from the first day of employment.~~ *→ within the subsequent 30 days. See Addendum next page.*

The Client must notify SHS in writing within seven (7) days from the date of separation if a candidate referred by SHS and hired by the Client resigns or is terminated for cause. Should termination for cause or resignation occur within the evaluation period then we will provide you with a replacement candidate who meets the specifications for the position within 90 days of the date of separation if the fee was paid according to the terms of this agreement.

Information provided to you by the candidate and other sources, directly or through us, has not been independently verified by SHS. We urge you to conduct such investigations as you deem necessary to verify this information or to obtain such other information as you may deem relevant. In accordance with Federal, State, and local equal opportunity laws, SHS will refer all qualified candidates, without regard to race, color, national origin, ancestry, gender, gender identity, age, physical or mental disability or mental condition, sex, religion, marital status, sexual orientation, military or veteran status, or any other legally protected characteristic.

~~Invoices with past due balances are subject to a service charge of 1.5% per month (18% annually).~~ In the event that payment is not received, SHS has the right to file legal proceedings against you, and in the event that we prevail you will be responsible for all court costs and attorney fees in addition to the judgment. This agreement will be governed by and enforced in accordance with the laws of the state of Illinois and the parties agree that state and federal courts within the state of Illinois shall have exclusive jurisdiction over any litigation brought or arising out of this agreement. SHS reserves the right to use your

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850 West Bartlett Road, Suite 15C • Bartlett, IL 60103 • 630.837.0400 [off] • 630.837.0404 [fax] • www.shs.jobs

*Payment of invoices, and any past due balances or late payment penalties, shall be governed by the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).*



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(company name) in our promotional materials. Contacting our applicants constitutes acceptance of our terms and fees. *with advance approval of how it will be used from [signature] The Wheeling Park District.*

### Addendum to Standard Terms

SHS will extend payment terms for Arrowhead Golf club to net 30 days from the start date of any placed candidate.

SHS will extend the evaluation period to 180 days for any placed candidate if payment is received within 30 days.

SHS will conduct the following background credentialing. If you hire one of our candidates, we will provide up to two screenings complimentary. If you do not hire one of our candidates, we will invoice you \$95 per candidate. The screens include:

- Social Security Number Verification
- Government Sanctions
- Sex Offender Registry
- Multi-state Criminal Search
- Single County Criminal Search (up to four counties of current and past residence)
- Bankruptcies or Repossession Actions



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Please sign indicating your acceptance of the terms above.

*Indefinite changes as noted*  
Richard Ladd

Arrowhead Golf Club

Client Company

*[Signature]*

Accepting Principal or Manager

*Andy Bendy M. Michael J. Bernard*

Accepting Principal or Manager (Print Name)

*Executive Director 10/10/17*

Title Date

*102 E. Wesley Street*

Address (Street)

*Wheaton IL 60187*

Address (City, State/Province, Postal Code)

*630 510 4945*

Phone

*Mbernard@wheatonparkes.org*

Email

On Behalf of Strategic  
Hospitality Search:

DocuSigned by:

*Richard Ladd*

141CF7FECDA64FD...

Richard Ladd

Executive Recruiter & Consultant

Name

Title

10/9/2017

Date

Client Billing Contact:

*Wheaton Park District aka Arrowhead Golf Club.*

Name

*Accts Payable*

Title

*855 Prairie Ave*

Address (Street)

*Wheaton IL 60187*

Address (City, State/Province, Postal Code)

Phone

*rtucker@wheatonparkes.org*

Email

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