Gilbert Consulting Services, Inc.
P.O. Box 1317
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Powerful Staffing Solutions

Search and Recruitment Employment Consulting

Nuclear Power, Electric Utility & Electronics Industry Specialists

TO: {Company Name} CONTINGENCY STAFFING AGREEMENT

As part of our service to you, we are providing this confirmation of our agreement. As we have stated, our service fee is on a contingency basis. It would be payable only if a candidate enters into a service relationship with you or your affiliate within one year after our most recent communication relating to the candidate.

Our service fee is equal to twenty-five percent (25%) of the candidates estimated first year's compensation for permanent placements.

We provide you with this guarantee: If the service relationship between you and the candidate is terminated for any reason before the 30th calendar day after its start, we will replace the candidate provided you give us written notice of the termination and reasons within 5 business days after termination and you paid our fee when due. This guarantee is not applicable if the service relationship is terminated because the position is eliminated or because of insufficient work for the candidate. Since you will determine whether you are satisfied that the candidate has the requisite experience and qualifications for your needs, and that information provided by the candidate and other sources, directly or through us, is accurate, this guarantee is provided as your sole remedy if you are dissatisfied.

Our service fee will be invoiced when you and the candidate agree to enter into the service relationship. OUR TERMS ARE NET DUE ON THE DATE THE CANDIDATE BEGINS THE SERVICE RELATIONSHIP WITH YOU. Our guarantee is valid only if we receive payment of our service fee in full within 15 days from the date the service relationship starts.

If collection activities should become necessary, the fee would be adjusted to include any related expenses, such as reasonable attorney's fees. Because we will be performing our services in the State of California, its laws would be applicable to our relationship, and its courts would have jurisdiction over both of us. The candidates will be referred to you in confidence, and we ask that you not refer or identify them to any other company. Should you do so, and the other company enters into a service relationship with the candidate, both companies would be responsible for the payment of the service fee.

The following definitions are applicable to this Agreement: "Candidate" means a person referred to you by us, directly or indirectly. "Refer" means the disclosure by us of the identity of a candidate by any means, orally or in writing. "Service Relationship" means your engagement of the services of the candidate in any capacity, including as an employee, independent contractor, consultant, or other representative. "First year's compensation" means a reasonable estimate of all compensation expected to be earned by the candidate during the first year of the service relationship, including wages, salary, draw, fees, commissions, bonuses, and incentives. It is to be determined as of the time when the service relationship is to begin, and would not be increased or decreased thereafter.

If these terms do not reflect your understanding of our agreement, please call us immediately. Unless we provide you with a modifying letter, we will rely on your acceptance of referrals from us as establishing that you have accepted these terms. We do not discriminate in the acceptance or referral of candidates on the basis of race, color, religion, sex, age, national origin, marital status, disability, or other protected characteristic.

Gilbert Consulting Services, Inc. _____**Mary S. Gilbert**_____/_____
Mary S. Gilbert/Chief Financial Officer Date

{Company Name} _____/_____/_____
Signature Duly Authorized Agent Print Name Date

Fax approved agreement to: (805)-481-7982