



Govig Service Agreement
Director of Nursing or Administrator

Described below are the terms that will govern our business relationship. **Receipt of this Agreement and the hiring of a candidate presented by Govig, either directly or indirectly, constitutes acceptance of this Agreement.** Govig is not being retained by Client to run a full search; rather, Govig will present Candidates to fill empty roles in Client's organization.

This Agreement shall be binding upon the receipt of this Agreement and the hiring of any referred candidate. This Agreement shall remain in effect for one (1) year following the presentation/hiring of a referred Candidate.

FEE:

A Service Fee of thirty percent (30%) of the first year's compensation (i.e. the overall value of the employment package) offered to the Candidate is charged if the CLIENT hires a Candidate presented by GOVIG, directly or indirectly. The fee is due within ten (10) days of the Candidate's start date. Any past-due amounts shall bear interest at the rate of 1.5% per month (18% annually) or the maximum rate permitted by law, whichever is less. CLIENT shall reimburse GOVIG for all costs of collection, including reasonable attorneys' fees.

GOVIG GUARANTEE:

Here at Govig, we pride ourselves on knowing the best players in the market. In the event that you hire one of our candidates and determine in the first thirty (30) days of employment that they are not a good fit, notify us in writing within five (5) days of separation and we will present up to two (2) additional candidate(s) who possess similar qualifications within 14 days of written notification of separation. If Govig is unable to find a suitable replacement within 14 days, the fee will be refunded in full. The presentation of these candidates or the passing of 14 days constitutes the fulfillment of the guarantee.

Govig's guarantee applies only to the originally placed candidate and is valid only if payment of the Service Fee is received, in full, within ten (10) days of the Candidate's start date. The guarantee does not apply in the event of misrepresentation by Client, a material change in the content of the position, Client's change in protocols, or the death and/or disability of the candidate.

NOTIFICATIONS & LAW:

This Agreement shall be governed by the laws of the State of Arizona without regard to conflict of law principles. The parties' consent to exclusive jurisdiction and venue in the state and federal courts located in Maricopa County, Arizona. The parties waive any right to a trial by jury. Govig is not be liable for any claim, loss, or damage resulting from a candidate's alleged or actual acts or omissions.

Govig does not discriminate in the acceptance or referral of candidates based on race, color, religion, sex, age, national origin, marital status, disability, or other protected characteristics.

DEFINITIONS:

"Introduction" or "Refer" means (without limitation) the provision of any written details of a Candidate by Govig to the Client or any joint venture, partner, consultant, contractor, representative or affiliate for possible placement; this applies regardless of whether the candidates are previously known. "Introduce", "Introducing", "referral" and/or "referred" shall be construed accordingly. If CLIENT claims prior knowledge of the Candidate, CLIENT must notify GOVIG in writing within five (5) business days of GOVIG's introduction, providing documentation of prior contact. Failure to timely notify GOVIG shall constitute waiver of any prior knowledge claim.

