[Your firm name and logo]

[Search firm name]
[Firm address]
[Date]
[Client legal name]
Attention: [Hiring executive name], [Title]
[Client address]
Re: Retained search for [position title]

Dear [Hiring executive name],

The search
[Client legal name] retains [Search firm name] on an exclusive basis to find candidates for [position title], reporting to [title], based in [location], with a cash compensation range of [range]. The attached position specification forms part of this letter.

Exclusivity and term
The search is exclusive for [number] months from the date of this letter. During that time, you will refer to us any candidate for this role who comes to you from another source, so we can assess them alongside our slate.

Our process
We will hold a kickoff meeting within [number] days, share a market map by [date], present a slate of qualified candidates within [number] weeks, coordinate interviews, take references, and support the offer.

Fee
Our fee is [percentage] of the hire’s guaranteed first-year cash compensation, meaning base salary plus target bonus [and any signing bonus], with a minimum fee of [amount]. We will invoice an estimated fee based on [the midpoint of the range].

Installments
You will pay: [share] on signing; [share] when we present the slate or [number] days after signing, whichever is earlier; and the balance when a candidate accepts your offer, adjusted to the actual compensation agreed. Installments paid are earned when due.

Expenses
Candidate travel and similar direct costs are billed monthly at cost, after your agreement. Our administrative fee is [percentage] of the fee, capped at [amount].

Candidates we present
If you hire, for any role, a candidate we presented within [number] months of the date we presented them, our fee for that hire is owed on the terms above. We will keep a dated list of presented candidates and share it with you on request.

Off-limits
For [number] months after this search ends, we will not directly recruit any of your [employees / employees at the level of (level) and above] for another client.

Replacement guarantee
If the hire leaves for any reason within [number] months of their start date, we will run one replacement search for no further fee, expenses aside. This does not apply after a layoff, a restructuring, a material change to the role, or if any installment was paid late.

Background checks
Before any background report is ordered, the candidate will receive a stand-alone written disclosure and sign a written authorization. If you consider declining a candidate based on the report, you will give the candidate a copy of it and a summary of their rights first.

Equal opportunity
We will identify and present candidates without regard to race, color, religion, sex, national origin, age, disability, genetic information or any other characteristic protected by law, and you agree that your selection criteria will be related to the job.

Confidentiality and candidate data
We will keep your identity confidential until you agree to share it with a candidate. You will use candidate information only for this search and delete what you no longer need when it ends.

Governing law (optional)
This letter is governed by the laws of [state]. Any dispute will first go to non-binding mediation in [city, state].

Cancellation
You may cancel the search by written notice. Installments already due remain payable. If you cancel before we present a slate, [no further fee is due / the second installment is due].

Agreement
Please sign below and return the letter with the first installment. Our work begins when both are received.

Regards,
[Partner name], Partner
[Search firm name]
Signature: _____ Date: _____
Accepted for [Client legal name]: [Executive name], [Title]
Signature: _____ Date: _____