



Gorge HR
CONSULTING SERVICES AGREEMENT

General Agreement

This Agreement is entered into on the date set forth below by and between Gorge HR, LLC an Oregon Limited Liability Company ("Gorge HR"), and Client.

1. **Scope of Work.** Client hereby retains Gorge HR to perform consulting services on an as-needed basis.

2. **Term & Termination.** Upon execution of this Agreement, the parties shall determine a mutually acceptable commencement date for Gorge HR to begin performing the Services. The provision of Services shall continue until thirty (30) days after a party provides written notice to the other party of intent to conclude this Agreement. This Agreement shall terminate without further notice on the thirtieth (30th) day after notice of intent to conclude this Agreement is provided by one party to the other party. A party receiving notice of intent to conclude this Agreement may terminate this Agreement immediately at any time.

3. **Compensation.** Client shall tender payment in the amount of **\$165/hour** to Gorge HR in a method acceptable to Gorge HR. Client actively enrolled in a package will be charged at the respective package rate as described in Package Addendum C. Additionally, all recruitment efforts will apply to the Recruitment Addendum B.

All payments received by Gorge HR are earned upon receipt, and nonrefundable, except as otherwise provided herein.

Payment is due net 30 from invoice date. A late fee of 1.5% per month will be assessed for all past due balances. Any payments not received within 45 days of due date may be subject to collections activity.

Cost for software, applicant tracking system, job board postings and any other related expense for services outside of HR consulting, will be the responsibility of the client and passed through to the client at cost, unless otherwise outlined in the addenda.

4. **Cancellations.** Meetings canceled by the client with 48 hours advance notice will not be charged for the scheduled meeting.

Any cancellation or reschedule made less than 48 hours in advance will result in a cancellation fee of \$80. Client shall tender payment to Gorge HR in a method acceptable to Gorge HR.



Gorge HR CONSULTING SERVICES AGREEMENT

5. **Licenses.** Gorge HR grants to Client an irrevocable license to any documents, materials, programs, or other instrumentality provided by Gorge HR ("Instruments") for the limited purpose of Client's use of said Instruments within Client's own business. Client is prohibited from the dissemination of any of the Instruments outside Client's own business. Client recognizes that dissemination or any use of the Instruments outside the scope of this limited license would cause irreparable harm to Gorge HR. Gorge HR reserves the right to charge a reasonable fee for any Instruments used in violation of this provision, as if Client had purchased said Instrument from Gorge HR.

6. **Nature of Services.** Gorge HR is not an attorney nor a certified public accountant. No information provided by Gorge HR is intended as tax or accounting advice, nor legal advice. Gorge HR is an independent contractor.

7. **Confidentiality.** Gorge HR acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Gorge HR in order for Gorge HR to perform duties under this Agreement. Gorge HR acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Gorge HR will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Gorge HR to use
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about which Gorge HR gained knowledge as a result of Gorge HR services to Client, and
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of.
- Gorge HR will not be restricted in using any material that is publicly available, already in Gorge HR's possession prior to commencement of Gorge HR's provision of services to Client, known to Gorge HR without restriction, or rightfully obtained by Gorge HR from sources other than Client.
- Upon termination of this Agreement, or at Client's request, Gorge HR will deliver to Client all materials in Gorge HR's possession relating to Client's business.



Gorge HR
CONSULTING SERVICES AGREEMENT

8. Mutual Indemnification

Client shall be liable to Gorge HR for all losses, costs, damages and expenses that Gorge HR may suffer, sustain, pay or incur and, in addition, shall indemnify and save Gorge HR, its successors in interest, and its current and former officers, directors, owners, members, employees, and agents, completely harmless against all actions, proceedings, claims, demands, losses, debts, costs, damages and expenses that may be brought against or suffered by Gorge HR or which it may sustain, pay or incur, including attorney fees and costs, as a result of the negligence or misconduct of the Client, its subcontractors and their employees and agents in connection with the performance, purported performance or nonperformance of the Agreement.

Gorge HR shall be liable to Client for all losses, costs, damages and expenses that Client may suffer, sustain, pay or incur and, in addition, shall indemnify and save Client, its successors in interest, and its current and former officers, directors, owners, members, employees, and agents, completely harmless against all actions, proceedings, claims, demands, losses, debts, costs, damages and expenses that may be brought against or suffered by Client or which it may sustain, pay or incur, including attorney fees and costs, as a result of the negligence or misconduct of Gorge HR, its subcontractors and their employees and agents in connection with the performance, purported performance or nonperformance of the Agreement.

9. **Default.** Any material breach of this Agreement constitutes a default by the breaching party. In the event of a default, the non-defaulting party is entitled to pursue all legal and equitable remedies. In the event of a default by Client for failure to make a payment due hereunder, Gorge HR may suspend the performance of its obligations under this Agreement until such time as the default is cured.

10. **Taxes.** Within the time required by law for 1099s to be issued to independent contractors, Client shall issue to Gorge HR a 1099 for the amounts paid to Gorge HR hereunder.

11. **Amendment.** This Agreement may not be amended or modified except by the written agreement of Client and Gorge HR, executed by Client and Gorge HR.

12. **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.



Gorge HR CONSULTING SERVICES AGREEMENT

13. **Notices.** Any notices required to be sent under this Agreement shall be sent to the respective parties at their addresses listed below. If the parties have engaged in email correspondence, each party sending and receiving email from the other party, then all email correspondence shall constitute adequate notice.

14. **Advice of Counsel.** The parties have had an opportunity to review this Agreement with independent counsel before signing it, and failure to do so, or failure to understand all of its terms and provisions, may not affect this Agreement.

Recruitment & Talent Acquisition *Addendum B*

Talent Acquisition Efforts

à Search

We hunt for the top, qualified candidates through a combination of recruitment tactics and resources.

à Inform

We inform candidates of the company values, culture, position duties, qualities and experience needed to be successful in the role.

à Assess

We assess candidates' success on how closely their values, qualities and preferences align with and complement the scope of the position duties, skills, management support and overall values of the company. We present you with our top candidate(s).

à Hire

We assist with negotiations by working with you to determine the best offer strategy, then conduct a preliminary verbal offer on your behalf. Once we've settled on a final compensation package, we prepare a final, written offer letter outlining compensation, benefits, and start date.

à After-hire Support

We check-in both with the candidate and the manager monthly within the first 90 days to ensure communication and expectations are clear and things are progressing in good order.

Placement Fee Details

Standard Contingency Recruiting Fee

o Placement fee* will be determined based on the desired level of experience needed for the position:



Gorge HR CONSULTING SERVICES AGREEMENT

Experience level

- Entry-level/0 years of experience
 - \$2000
 - 1 to 5 years of experience
 - \$10,000
 - 5 to 10 years of experience
 - \$15,000
 - 10+ years of experience
 - \$20,000
- o Fee will be due 30 days from signed offer letter.
 - o Client agrees to fully exercise all means of performance management procedures and talent retention measures with documentation prior to releasing the Candidate for performance-related reasons.
 - o Recruitment fees are non-reimbursable.
 - o Backfill Provision applies.

Backfill Provision

- If candidate terminates for performance reasons or resigns within 90 calendar days of date of hire, Gorge HR will begin recruitment on replacement.
 - Gorge HR has a period of 12 months from date of candidate termination to backfill replacement at equal or greater experience.
 - Client agrees to fully exercise all means of performance management procedures and talent retention measures with documentation prior to releasing the Candidate for performance related reasons.
 - If a change in the position requirements occur, the balance of placement fee will be reconciled and due to Gorge HR 30 days after receipt of signed offer letter.
- If recruitment for the replacement is unsuccessful or candidate terminates for any reason, Gorge HR will discuss continuation of recruitment options with client.
- Recruitment fees are non-reimbursable.

Gorge HR Candidates

- *This agreement applies to any candidate hired by the Client which was presented to the Client by Gorge HR within 12 months of this agreement.
- The Client will be invoiced for the full fee amount according to the years of experience listed on the job ad posting.
 - If experience level was not discussed or cannot be obtained, Gorge HR will determine average years of experience based on market data, position duties and Candidate credentials and invoice accordingly.