



**CYM CREW PLACEMENT AGREEMENT**

Revised January 2003

**1) EMPLOYER PAID FEE POLICY:**

Acceptance of resumes indicates acceptance of all terms on this contract. It is agreed that the Client (Captain, Owner, or Owner's Representative) engages CYM to provide resumes of Candidates to be considered for employment, and agrees to pay for services rendered. The placement fee for our services is earned each time a Candidate is employed within one year from the date the Candidate was referred to the Client. This fee obligation will also be incurred by said Client who refers a CYM Candidate to another employer, should that Candidate be subsequently hired within one year of the referral.

**2) FEE STRUCTURE:**

**Temporary Placement Fee** (1 - 30 days) US\$150pp placed

**Seasonal Placement Fee** (30 days and over) 2.5% of first year base salary, min US\$450

**Communication Charge** for communication expense incurred by CYM at the Client's request will be charged to the Client at a rate of applicable per minute charged.

**3) SUBMISSION OF RESUMES:**

Due to the transient nature of the yachting industry, it is agreed that a credit card number and permanent billing address must be provided to CYM prior to any resumes being submitted for consideration. It is also agreed that it is the Client's responsibility to inform CYM of Candidates previously known to the Client within 48 hours of receipt from CYM, otherwise the Client will be obligated to CYM for payment of due placement fees regardless of alternate source of Candidates or time of receipt.

**4) TERMS:**

**Notification of Employment** - Because CYM does not employ the Candidates directly, when an offer of employment has been rendered and accepted, it is the Client's responsibility to CYM of the terms of employment such as Candidate name, start date, position, and salary, within two weeks of hiring. In such cases where a Temporary or Seasonal Candidate returns to work for a Client after the initial employment period, within one year from the original referral, additional placement fees will be due as normal, up to the maximum amount of a Permanent Placement Fee. Failure to inform CYM within two weeks of employment or re-employment will cause all normal placement fees to incur a 10% surcharge, and all Warranty Rights to be forfeited.

**Notification of Termination** - Should a permanent Candidate's employment be terminated within the Warranty Period, for just cause and not for lack of work, it is the Client's responsibility to inform Crew Unlimited of the date and cause for termination within one week of separation from the employer to be eligible for a replacement Candidate.

**Payment Terms** - Full payment is due within 30 days of invoice date or all Warranty Rights are waived. After 30 days, Client will be responsible to pay accrued interest of 1.5% per month plus reasonable costs of collection, including court costs, attorney fees, and/or collection agency fees.

**5) WARRANTY PERIOD:** (Warranty is valid only if all terms listed in Numbers 1-4 above have been met.)

In the event that a permanent Candidate is discharged with just cause, or voluntarily leaves said employer without just cause, within 90 days from start date, we will replace the applicant with no additional charge. The replacement Candidate's Warranty Period will be limited to 30 days from his/her start date. In the event a suitable replacement cannot be provided and a Candidate is hired through another source, the Client may receive a refund of the placement fee paid minus 10% of the Candidate's gross earnings retained as a temporary placement fee, or retain the full placement fee paid "on account" with Crew Unlimited to be applied towards future placement costs.

It is understood that Candidates hired are hired at-will as employees of the Client, and that CYM cannot be held responsible for the actions of the Candidate in any circumstance. It is also understood that the Candidates are under no contract with CYM, and all taxes and employment eligibility requirements are the responsibility of the Client.

**AGREEMENT:**

I agree to the terms 1-5 above, and provide the following information to secure my account with CYM. I understand that the credit card details given will be kept strictly confidential, and will be used only if payment of Placement Fees incurred have not been paid within 90 days of invoice date, or unless agreed in writing otherwise.

By the undersigned, I understand and agree to the terms 1-5 above, and am aware that these terms are legally and lawfully binding.

**Client Name** \_\_\_\_\_ **Date** \_\_\_\_\_  
Client Position: Captain      Owner      Owner's Agent      Other

**Company/Vessel Name** \_\_\_\_\_ **CYM Agent's Signature** \_\_\_\_\_

Address \_\_\_\_\_

I, (Client Signature) \_\_\_\_\_, authorize CYM to search for crew for the

Company/Vessel named above, and to charge my MC    Visa    Amex    Account # \_\_\_\_\_,

Expiration date \_\_\_\_\_, for any Placement Fees not paid within 90 days. Authorization # \_\_\_\_\_

(office use only)