



Established in 1897

EXECUTIVE DIRECTOR
Lynda Minks Hood

Chattanooga Bar Association Legal Placement Service Agreement

OFFICERS

JAMES M. HALEY, IV
President

CYNTHIA D. HALL
President-Elect

HONORABLE BARRY A. STEELMAN
Secretary-Treasurer

This agreement executed this ____ day of _____, 200__, between The Chattanooga Bar Association hereinafter referred to as CBA Legal Placement Service and _____ (Employer).

Whereas, Employer desires to retain the services of Legal Placement and Legal Placement has agreed to provide such services to Employer.

Now, Therefore, in consideration of the mutual agreements set forth herein the parties do hereby agree as follows:

BOARD OF GOVERNORS

JOSEPH R. WHITE
Immediate Past President

BARRY L. ABBOTT

DAVID M. ELLIOTT

IRA M. LONG, JR.

JOHN T. RICE

HONORABLE JACQUELINE E. SCHULTEN

CHRISTOPHER T. VARNER

CELESTE S. BRADLEY
President, Young Lawyers Division

1. **Placement Services:** CBA Legal Placement agrees to perform on behalf of Employer placement services, on request, providing to the Employer applications on file for positions as needed by Employer. Legal Placement will perform its services with respect to positions for attorneys, legal secretaries, bookkeepers, receptionists, law clerks, paralegal or such other positions as agreed upon between CBA Legal Placement and Employer in writing from time to time.

2. **Confidential Candidate Information**

All information provided by CBA Legal Placement to Employer, including the fact that candidate is seeking employment, shall be deemed confidential information and Employer, its employees, agents and representatives, shall use such information solely in considering the qualification of a candidate for employment and for no other purpose. Such information shall not be communicated to any party other than agents or employees of Employer or CBA Legal Placement. Employers who have been referred information about candidates shall not contact the current employer of the candidate without prior authorization of the candidate.

EX-OFFICIO MEMBERS

HONORABLE L. MARIE WILLIAMS
Judicial Representative

MICHAEL K. ALSTON
Chair, Past Presidents Committee

THE PIONEER BUILDING, SUITE 420
801 BROAD STREET
CHATTANOOGA, TN 37402
423-756-3222
FAX: 423-265-6602
www.chattbar.org

3. **Fees**

- 3.1 An Employer who desires to list a position announcement with Legal Placement will be charged a fee of \$ 25.00. CBA Legal Placement will then include the vacancy announcement in the database within three days and refer appropriate resumes and continue referrals for up to sixty (60) days, unless notified by Employer that the position has been filled.
- 3.2 Upon the acceptance for hire by the Employer at any time within sixty (60) days after the end of the 60 day referral period of a candidate referred by CBA Legal Placement for a position, Employer will notify CBA Legal Placement of such acceptance. Employer will then pay a non-refundable fee of \$ 200.00 as a placement fee for support staff positions and \$ 300.00 for attorney positions.

4 **Payment**

Payment of the placement fee is due and payable on or before thirty (30) days from the date of the invoice for services rendered by CBA Legal Placement.

5 **General**

- 5.1 It is understood and agreed that the CBA Legal Placement Service has not undertaken a background investigation nor does it warrant the accuracy of information by the applicant.
- 5.2 This agreement shall be construed in accordance with and governed by the laws of the State of Tennessee.
- 5.3 In the event Employer is held by any court of competent jurisdiction to be in violation, breach, or non-performance of any provision of this agreement, Employer shall pay all costs or suit and all costs and expenses of CBA Legal Placement, including reasonable attorney's fee, incurred by a violation of the confidentiality provision provided herein, so long as the CBA Legal Placement Service has not by its own negligent act or omission caused the improper disclosure of the damage causing confidential information.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the date first written.

Chattanooga Bar Association Legal Placement Service

BY: _____ (Title)

BY: _____ (Title)