Job Offer Letter

Replace every [Placeholder] before sending. Delete any optional paragraph that does not apply. Have counsel review the final version once for each state you hire in.

LETTERHEAD AND DATE

[Company Legal Name]
[Company Address]

[Date]

[Candidate Name]
[Candidate Address]
[Candidate Email]

OPENING

Dear [Candidate Name],

We are pleased to offer you the position of [Job Title] with [Company Legal Name] ("the Company"). This letter sets out the terms of our offer. We enjoyed getting to know you during the interview process and believe you will be a strong addition to the [Department / Team Name] team.

POSITION AND START DATE

Your position is [Job Title], reporting to [Manager Name], [Manager Title]. Your anticipated start date is [Start Date]. You will work [on site at [Work Location Address] / remotely from [State] / on a hybrid schedule of [number] days per week at [Work Location]].

This is a [full-time / part-time] position. Your regular schedule will be [e.g. 40 hours per week, Monday to Friday, 8:00 a.m. to 4:30 p.m. / rotating shifts as scheduled, including evenings and weekends]. Your schedule may change based on business needs.

COMPENSATION

[For exempt roles:] You will be paid an annual base salary of $[Amount], less applicable withholdings and deductions, paid [biweekly / semi-monthly] in accordance with the Company's regular payroll schedule. This position is classified as exempt from overtime under the Fair Labor Standards Act and applicable state law.

[For non-exempt roles:] You will be paid $[Hourly Rate] per hour, less applicable withholdings and deductions, paid [weekly / biweekly]. This position is classified as non-exempt, and you will be eligible for overtime pay for hours worked over 40 in a workweek [and as required by state law]. [Shift differential: You will receive an additional $[Amount] per hour for hours worked on [shift].]

[Optional:] You will be eligible for [a sign-on bonus of $[Amount], payable [on your first regular payday / after [number] days of employment]] [and an annual bonus target of [percent]% of base salary under the [Plan Name], subject to the terms of that plan]. [Repayment terms, if any: If you resign voluntarily within [number] months of your start date, you agree to repay [the full / a prorated portion of the] sign-on bonus, to the extent permitted by law.]

[Optional:] Subject to approval by the [Board of Directors / Compensation Committee], you will be granted [number] [stock options / restricted stock units] under the [Plan Name], vesting according to the plan and your grant agreement. The plan and grant agreement govern in case of any conflict with this letter.

BENEFITS AND TIME OFF

You will be eligible to participate in the Company's benefit programs, including [medical, dental and vision insurance, 401(k) with [match details], life and disability insurance], subject to the terms and eligibility rules of each plan. Coverage begins [on your start date / on the first of the month following [number] days of employment]. You will accrue [number] [days / hours] of paid time off per year, plus [number] paid holidays, under the Company's PTO policy. The Company may change its benefit plans and policies from time to time.

CONTINGENCIES

This offer is contingent on [select all that apply: satisfactory completion of a background check / satisfactory reference checks / a drug screen / verification of [license or certification]], conducted in accordance with applicable law. You will receive separate disclosure and authorization forms for any background check.

As required by federal law, you must complete Section 1 of Form I-9 on or before your first day of work and present acceptable documents establishing your identity and authorization to work in the United States within three business days of your start date.

[Optional:] This offer is also contingent on your signing the Company's [Confidentiality and Invention Assignment Agreement / Arbitration Agreement], which is enclosed.

AT-WILL EMPLOYMENT

Your employment with the Company is at will. This means that either you or the Company may end the employment relationship at any time, with or without cause and with or without notice. Nothing in this letter, in Company policies or in any oral statement creates a contract of employment for any specific length of time. The at-will nature of your employment can only be changed in a written agreement signed by you and [Title of Authorized Officer, e.g. the Chief Executive Officer].

PRIOR OBLIGATIONS

By accepting this offer, you confirm that you are not bound by any agreement with a current or former employer that would prevent you from performing the duties of this position, and that you will not bring or use any confidential information belonging to a former employer. Please tell us before accepting if you are subject to a non-compete, non-solicitation or similar agreement.

ENTIRE OFFER AND ACCEPTANCE

This letter, together with the enclosed documents, is the complete offer and replaces any earlier discussions or representations about the terms of your employment.

This offer remains open until [Time] [Time Zone] on [Expiration Date]. To accept, please sign and date below and return this letter to [Recruiter Name] at [Email Address]. If you have questions about any part of this offer, contact [Recruiter Name] at [Phone Number] or [Manager Name].

We look forward to working with you.

Sincerely,

[Signer Name]
[Signer Title]
[Company Legal Name]

Enclosures: [list, e.g. benefits summary, Confidentiality Agreement, state wage notice]

CANDIDATE ACCEPTANCE

☐ I accept this offer of employment on the terms set out in this letter

Candidate printed name

_____

_____ _____

Candidate signature Date

Date signed

_____

Confirmed start date

_____