



[insert organization's logo, name and address]

[insert date]

[insert recipient's name]

[insert recipient's physical address (and/or email address if applicable)]

Subject: Employment Offer

Dear [insert recipient's name]:

[insert the Company/Organization name as listed on the letterhead or signature] ("Company") is pleased to extend to you this conditional offer of employment to work in the [insert full-time or part-time] position of [insert job title of position offered] in our [insert name of division or department]. This offer is contingent upon completion, to the Company's satisfaction, of efforts to confirm your suitability for this position, which includes the preemployment checks and reviews as described in this letter. This position is [insert exempt or nonexempt] and reports directly to [insert name of the person the prospective employee will report to, e.g., supervisor's name].

Pending satisfactory completion of our preemployment checks, your anticipated start date is [insert date].

Compensation and Benefits

Base Compensation: Should you decide to accept this offer, your initial annualized base salary will be [insert base salary, e.g. \$100,000].

your pay rate will be [insert dollar amount, e.g. \$15.00] per hour. You will be paid at least on a [semimonthly or weekly] basis, or sooner.

This position is an exempt position, which means you are paid for the job and not by the hour. Accordingly, you will not receive overtime pay. Your salary is intended to compensate you for all hours worked. Your work hours may vary from week to week depending on the Company's needs.

This position is a nonexempt position, which means you will be paid overtime in accordance with applicable state and federal law. Your schedule will be [insert schedule OR if schedule is varied: Your schedule will be provided to you by your supervisor.] The needs of the Company may require that you occasionally work past your regular departure time or otherwise outside of your regular work hours. 8 hours a day constitutes a regular day's work. You will be expected to record your actual start and end times each day, as well as the start and end times of your meal breaks. [OPTIONAL – or if required by state law: You will be provided with and expected to take an unpaid meal break each day, before completing five hours of work for not less than 30 minutes. You will also be provided with at least a 10-minute paid rest break for each four hours you work, or major portion thereof.]

Vacation/PTO:



[Option 1 - if vacation/PTO is accrued: You will begin to accrue [insert vacation and/or PTO] [insert upon your date of hire or provide a description of when vacation and/or PTO starts to accrue] at a rate of [insert rate of accrual].]

OR

[Option 2 - if vacation/PTO is received but not accrued: You will be allotted [insert number] of [insert weeks and/or days] of vacation/PTO per year which you can begin to use [insert immediately or provide a date].]

OR

[Option 3 - if individual is ineligible for vacation/PTO: You will not be eligible for vacation/PTO.]]

Benefits: Upon your acceptance of the offer, we will provide you with additional information regarding the employee benefits offered by the Company.

Tax and Other Withholding

The amounts of compensation described in this letter are before taxation or other withholdings required or permitted by law. The Company reserves the right to withhold all applicable federal, state and local income, Social Security and other employment taxes, along with any other amounts of required withholding, from all amounts of compensation and other remuneration payable to you, whether as direct compensation or pursuant to any of the compensation or benefit plans in which you may participate.

Guidelines for Employment

If you accept this offer and become an employee of the Company, you will be subject to our employment policies/ In addition, the Company reserves the right to modify the compensation or benefits arrangements described in this letter or otherwise maintained by the Company, and also reserves the right to modify your position or duties to meet business needs and to use its discretion in deciding on appropriate discipline. Upon hire, you will be required to read and sign an acknowledgement of receipt of the Employee Handbook and any applicable state supplement.

The Company is an at-will employer. At-will means that an employee may resign at any time with or without advance notice to the Company and with or without cause. Likewise, the Company may terminate an employee at any time with or without advance notice and with or without cause. Except for the Company's President, no director, manager, supervisor or representative of the Company has any authority to enter into any agreement for employment for any specific period of time or to make any agreement contrary to the foregoing. Only the Company's President has the authority to make any agreement contrary to the foregoing and then only in writing. Nothing in this letter should be read to alter the at-will nature of your anticipated employment with the Company.

Offer Contingencies

This offer is contingent upon the following:



- Signing the Company's **[insert applicable agreements, e.g., nondisclosure agreement, arbitration agreement]**.
- Successful passage of a drug and alcohol screening, consistent with federal, state law and local law.
- Successful completion of a background investigation, consistent with applicable federal, state, and local law, including, but not limited to, **[insert applicable types of background checks, e.g., a background check of employment, education history, criminal history, credit history, verification of driving record for placement on Company's insurance policy]**.
- Verification of the information contained in your employment application, including satisfactory results in the verification of references.
- Confirmation that you are not subject to any legal restrictions on your activities (see below).
- Accepting this offer in writing within **[insert number]** business days of the date of this letter.
- **[insert any other applicable contingencies].**

This offer will be withdrawn (whether or not you have already signed it) if any of the above conditions are not satisfied. **Unless and until all such steps have been completed, this conditional offer of employment may be withdrawn and you should not resign from your current employment, otherwise alter your employment status, or alter any personal circumstances in reliance on this conditional offer.**

Restrictions on Employment

By signing this offer letter, you represent and warrant that you are not party to any agreement or subject to any policy applicable to you that would prevent or restrict you from engaging in activities competitive with the activities of your former employer or from directly or indirectly soliciting any employee, client or customer to leave the employ of, or transfer its business away from, your former employer, or if you are subject to such an agreement or policy, you have complied and will comply with it, and your employment with the Company does not violate any such agreement or policy. You further confirm that you will not remove or take any documents or proprietary data or materials of any kind, electronic or otherwise, with you from your current or former employer to the Company without written authorization from your current or former employer. If you have any questions about the ownership of particular documents or other information, discuss such questions with your former employer before removing or copying the documents or information.

Acceptance

This offer will remain open until **[insert the date the offer will remain open until]**. To indicate your acceptance of the Company's offer on the terms and conditions set forth in this letter, please sign and date this letter in the space provided below and return it to me no later than that date. Upon receipt of your signed acceptance of this offer letter to the Company, we will contact you to begin your onboarding processes.

This letter and the enclosed, constitutes the entire agreement between you and the Company relating to this subject matter and supersedes all prior or contemporaneous agreements, understandings, negotiations or representations, whether oral or written, express or implied, on this subject. Except as provided herein, this letter may not be modified or amended except by the Company's President.

On your first day of employment, please be sure to bring your documentation or an acceptable receipt for a document establishing your identity and eligibility for employment in the US. If you are unable to



provide such verification within three business days of the date your employment begins, your employment may be terminated.

We hope your employment with the Company will prove mutually rewarding, and we look forward to having you join us. If you have any questions, please feel free to call me at [insert phone number].

[insert closing (e.g., Sincerely, Very truly yours)],

[insert handwritten signature (for a mailed letter) and typed signature]

[insert sender's title]

* * *

By signing below, I acknowledge that I have been furnished with a copy of this offer and that I understand and agree to the terms set forth above. I understand that I will be an at-will employee and that nothing in this document is intended to create a contract of employment or alter the at-will nature of my employment.

Acknowledgement and Acceptance of Terms:

Signature

Print Name

Date