[IMPORTANT NOTES TO CONSIDER PRIOR TO COMPLETING THIS LETTER:

An offer of employment letter should include certain key pieces of information that a prospective employee may need to make a decision about accepting the position, such as salary, benefits, start date, place of employment, and job description. The description of the job should be specific enough that the prospective employee is informed about the nature of the position, but leaving open the inevitability of the job duties changing over time.

It should be clear that the offer of employment letter is not to be construed as a binding contract of employment and that employment may be terminated at any time, with or without cause or notice, according to applicable law. It is important the prospective employee acknowledge the at-will nature of the employment (unless the employment is for a fixed term and only terminable for cause, in which case section 3 of the letter will need modification). If the offer is accepted, you may still want to have the employee sign an appropriate employment agreement, confidential information agreement, and acknowledgement of receipt of any Company employee handbook (forms for all of these are available from us, but sold separately). And regardless of whether there is a written employment agreement, most states including California require additional notifications and forms to be provided to an employee when he or she begins work, and all require reporting the employment to the state. Refer to the relevant sections of the “New Hire Package” for more information.

This is a sample letter only and will not necessarily be appropriate for all situations. Make sure you modify it to adequately meet your needs and any applicable federal, state, and local laws.

When you complete this offer of employment letter you should compare what is required in this letter from the prospective employee against the federal and California state law information that was included with the New Hire Package. You will find this important information very helpful as it covers federal and California hiring requirements. If you cannot find the answers you are looking for, or are in doubt about what to ask or do, consult with an employment law attorney in your state.

BE SURE TO DELETE ALL OF THE ABOVE INFORMATION BEFORE GIVING THIS OFFER OF EMPLOYMENT LETTER TO A PROSPECTIVE EMPLOYEE

The information below in red print is designed to be replaced with your specific information.]

Acme Sample Consulting

777 Example Road

Los Angeles, CA 55555

October 17, 2013

Mr. John Doe

555 Sample St. N.W.

Sample, CA 55555

Dear John:

We are pleased to make an offer of employment to you as account executive at our company. Your job description is as follows: (provide job description or duties).

Your scheduled start date is December 2, 2023. This start date is subject to our receiving satisfactory reference and background checks, drug screening results, and completing any documents requested in section 5 which you must agree to and are preconditions of your employment, where required by us and where permitted by law.

You will initially be reporting to William Johnson, who is the head of our marketing department at our Los Angeles headquarters, and whose phone number (and email address) are (provide contact information).

**1. Your Compensation Package:**

1.1) You will be paid at the hourly rate of $XXX OR salaried at the rate of $XXX (per year or month, paid in equal weekly/biweekly/monthly installments or on the first and fifteenth day of each month [refer to the New Hire Package for permissible pay periods, and any requirements that the pay period be provided to the employee in writing in advance]). [if salaried] You will be exempt from federal and state overtime regulations due to the salaried nature of your position.

1.2) Bonuses will be paid as follows: (delete this if no bonuses apply; if bonus is not guaranteed, refer to it as a discretionary bonus).

1.3) Stock options are as follows: (delete this if no stock options apply; note that stock option plans and grants involve a host of legal and tax issues, and therefore it is not recommended that this letter be the only documentation of a stock option plan or grant of stock options under an existing stock option plan, but rather a summary of what will be provided in one or more separate, detailed documents).

2. Your Benefits:

2.1) Vacation: You will be eligible for 1 week of vacation after 12 months of consecutive employment. You will be eligible for 2 weeks of vacation after 24 months of consecutive employment. (Or substitute other information about paid and unpaid vacation and paid or unpaid holidays, or, if applicable, refer to the Company employee handbook).

2.2) Benefits: You will be eligible to participate in the Company’s benefit plans and programs that are generally available to Company employees (or to hourly or salaried employees). The Company has the right to make changes to all Company benefits and plans at any time. The benefits Company currently offers to eligible employees is included with this offer of employment letter (or refer to Company employee handbook, if appropriate).

**3. Your Employment Relationship:**

3.1) Nothing in this letter or your prior or subsequent communications with Company personnel should be taken to establish or imply a contract of employment or a guarantee of continued employment. You agree and understand your employment with the Company is an at-will relationship and will not commence until you report to work on your first day. This means that either you or Company may choose to terminate the employment relationship at any time, with or without cause, and with or without advance notice. This at-will employment status may only be altered by a formal written employment agreement, signed by an authorized representative of the Company. Your acceptance of this offer of employment signifies that you have read, understand, and agree to this at-will relationship concerning your employment with our Company.

4. Your Representations:

You agree and make the following representations:

4.1) You are not under any contract or other restrictions which might prevent you from accepting employment with our Company without violating the rights of any third party. We have informed you that we would not employ you if there were any legal restrictions which would stop you from accepting employment with our Company.

4.2) You will not bring any current or past employer’s trade secrets or confidential property or information with you to our Company. And you agree to comply with any obligations to any past employers with respect to trade secrets and confidential property or information which you may have had the right to use or access to during the course of your past employment. You also agree to conform to any restrictions that pertain to you about the recruitment of employees from past employers.

5. Employment Eligibility:

5.1) Within 5 business days prior to the starting date of your employment, you must provide Company with a completed U.S. C.I.S. Form I-9 and original documents that establish your identity, as well as your right-to-work in the United States. You can complete and print out a Form I-9 online at this website: <http://www.uscis.gov/files/form/i-9.pdf>. If you do not have access to the Internet you can request Form I-9 from our human resource department. (Some states apply additional requirements; see the state-specific information New Hire Package.)

In addition to Form I-9, the following forms must be completed and returned to the Company:

a) Employment agreement; (Only list these if you will have the employee sign them; be sure to change the name of the agreement if yours is named differently. Forms for these purposes are available, but sold separately or included with the new hire package.);

b) Employee confidentiality agreement;

c) Arbitration agreement (if optional, refer to it is Optional arbitration agreement or Arbitration agreement (optional));

d) Non-solicitation agreement;

e) Background/lie detector/credit report/medical screening authorization forms and acknowledgements; and

f) Acknowledgement of receipt and review of the attached employee handbook.

If you have any questions or need any help, please contact our human resource department at: 555-555-5555. This offer shall expire at XX:XX AM/PM, on XXX XX, 2011, so please let us hear from you before that time.

We look forward to having you work for our Company. Thank you,

Acme Sample Consulting

Name of Company Representative

This offer of employment is accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_ , 202( ).

Employee (Sign):

Employee (Print):