**This contract template is part of the many resources we provide to our startup community.  While this template and the corresponding videos cover basic and common terms, it is impossible to address every situation that can arise.  We cannot guarantee that this template is exactly what you need for your business.  If you make any customization to this template, we strongly recommend you ask an attorney for assistance.**

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Date

[Employee Name]

[Address]

[Employee First Name]:

On behalf of [Company Name], we are pleased to offer you employment with the Company on the terms below.

Your first day of employment will be \_\_\_\_\_\_\_\_. Your job title will be \_\_\_\_\_\_\_\_\_, reporting to \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_ [title]. [Optional: Your job duties will include, but not be limited to, the duties outlined in your job description, which is attached, as well as any other duties that may be assigned to you from time to time.

**TERMS OF EMPLOYMENT**

**Compensation:** You will be paid a starting wage/salary of $\_\_\_ per hour/month/annually, subject to standard deductions and payable on the Company’s regular payroll schedule.  [**If applicable:** You will be eligible to receive\_\_\_ % commission on sales generated by your direct selling efforts in accordance with the Company’s sales commission policy, enclosed with this letter.]

**Benefits:**You will accrue a total of\_\_\_ hours per year of paid time off, which may be used in accordance with company policy set forth in the [Company’s Employee Handbook/Paid Time Off Policy], provided to you upon acceptance of employment. **[Alternate, if various benefits are provided:** As a regular employee of the Company, you will be eligible to participate in a number of Company sponsored benefits, including [a choice of medical plan options, a dental plan, a 401(k) savings plan with company match, profit sharing, company-paid life insurance with the option to purchase additional coverage, disability plans, parental leave]. which are described in the employee benefit summary enclosed with this letter.]

**[Optional, if applicable: Non-Qualified Deferred Compensation**: You are eligible to participate in [Company Name]'s compensation deferral program, which allows you to defer eligible compensation into pre-tax investment choices in accordance with the plan.]

**[Optional, if applicable: Stock Grants**:  [Company Name] offers long-term incentive compensation delivered in the form of [Company Name] stock.  You are eligible for consideration to receive an equity award during our annual grant period in accordance with the Company’s equity compensation program.  Your manager or Human Resources representative can provide more details about this program.]

The Company retains its right to amend or terminate any employee benefit plan at any time.

**[Optional: Annual Review:**  You will be evaluated annually regarding your work performance over the preceding year, and pay increases, if any, will be based on merit and the Company’s performance.]

CONDITIONS OF EMPLOYMENT

**[Optional: Referencing Process:**   Your employment is contingent upon satisfactory reference  **[optional:** and background] check [**optional:** and drug test].]

**Authorization to Work:**  You will be required to provide satisfactory proof of your eligibility for employment under U.S. immigration laws.

[**Optional, if applicable:**  **Outside Activities:**  During your employment with the Company, you are not permitted to engage in any other employment, consulting or other business activity without the written consent of the Company.]

**Confidential Information and Non-Solicitation Agreement [and Assignment Agreement]:**As for all Company employees, you are required as a condition of your employment to sign the Company’s enclosed Confidential Information and Non-Solicitation Agreement.  [**Alternate, if employee’s work involves development, creation or improvement of employee’s or the company’s products, inventions or ideas:**As for all Company employees, you are required as a condition of your employment to sign the Company’s enclosed Confidential Information and Invention Assignment Agreement.]

**[Optional: Employee Handbook:**  [Company Name]’s Employee Handbook communicates [Company Name]’s policies and procedures.  You will be provided a copy of the Employee Handbook prior to your first day of employment and must sign and return the acknowledgement of receipt on your first day of employment.]

**At-Will Employment:** Your employment is for no specific period of time, and both you and the Company may terminate the employment relationship per the above agreement.  The letter contains the entire agreement concerning our offer of employment and may not be modified or changed unless in writing and signed by the [Title of person at company authorized to modify agreement].

[Employee Name], we are confident that you will make a significant contribution to [Company Name] and we are confident that employment with [Company Name] will provide you with an excellent opportunity to enhance your professional and personal goals.  Please return the signed offer letter within five (5) business days.

We look forward to having you on our team!

|  |
| --- |
| Sincerely, |
| [Company Representative]  Title |
| cc: |

**Accepted by:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Employee Name] Date