The following is a written job offer for the position of *[insert title]*, which the Company is formally offering to you. Please note that “the Company” shall refer to *[insert company name]* and “you” or “your” shall refer to you as an individual.

**I. POSITION**

**Job Title**

The position title will be *[insert title]*, and you will report to the Company’s *[insert title].*

**Schedule**

This position is a *[insert full time or part time]* position requiring approximately *[40 hours]* per week, Monday through Friday, 8:00am - 5:00pm. Some overtime may be necessary depending on the situation. Exempt employees shall not be paid an overtime rate; non-exempt employees shall be compensated for overtime at a rate of 1.5% of their hourly rate per hour of time they work above and beyond forty (40) hours per week.

**Employment Relationship**

Employment with the Company is for no specific time period. Your employment is considered “at will,” meaning either party may terminate your employment at any time and for any reason, with or without cause, subject to state law. This offer will constitute the full and complete agreement between you and the Company. Any change to these terms of agreement beyond the normal and customary adjustment of responsibilities, hours, compensation, etc., from time to time during the employment period, shall be agreed upon by both parties in a new or amended written agreement.

Additionally, this job offer, and subsequently any employment with the Company, shall be contingent upon completion and clearance of a background check and/or drug screening, as determined by the Company in its sole discretion. By signing this job offer below, you are giving your express consent to a background check and/or any drug screening requested by the Company.

**II. COMPENSATION**

**Salary**

The Company shall pay you a salary of *[insert gross annual salary]*, payable in accordance with the Company’s standard payroll schedule, subject to federal, state, and local withholding taxes and/or other deductions required by law. Salary shall be subject to adjustments according to Company compensation policy and procedures.

**Bonus/Commission**

You will be eligible to be considered for Company annual bonus incentives. Bonuses (if any) will be awarded at the end of each fiscal year based on criteria established by the Company. Bonuses are not guaranteed by the Company but shall be determined in accordance with Company financial decisions in its sole discretion. Any bonus shall be paid by Company within *[insert number of days]* after the close of the fiscal year, only if you are still employed. Should your employment be terminated by either you or the Company, no bonus incentive payments will be made to you.

This position is not eligible for commission payments.

***\*\*\*if position is eligible for commission payments, include the following paragraph\*\*\****

Once you have successfully completed the first *[insert amount of days, i.e., ninety (90) days]* days of employment, you will be eligible to receive monthly commission in the amount of *[insert commission percentage amount]* based on *[insert terms, i.e., based on certain dollar amount sold each month, number of new accounts set up, etc.; can also state that those Company specifics will be outlined in more detail or are contained in the Company’s employee handbook or other documents]*. Any commission amount shall be payable within *[insert number of days]* days after the end of each calendar month.

**III. EMPLOYEE BENEFITS**

**Paid Time Off**

You will be eligible for *[insert number of days]* days of paid time off per calendar year, accruing at *[insert x.xx hours per pay]*. Time will be prorated, if applicable, during the first month of employment. These days are in addition to hours/days that the Company is closed for holidays and/or other activities as determined by the Company.

**Insurance**

You are eligible to participate in the Company medical, dental, and vision insurance plans provided by the Company. The Company may pay a percentage of the annual premiums required for such plans and you, as an employee, will be required to pay the remaining annual premiums due should you elect to participate in such insurance plans. Specific terms and conditions of such insurance plans will be provided upon employment. Such plans may change annually based on insurance plan providers and/or availability.

***\*\*\*if position is eligible for any of the following, include the appropriate paragraph(s); if not eligible, delete from agreement\*\*\****

**Signing Bonus**

You shall be paid a signing bonus of *[insert amount of bonus]*, subject to federal, state, and local withholding taxes and/or other deductions required by law. Payment shall be made to you during the first payroll period following employment.

**Non-Compete and/or Confidentiality Agreement(s)**

You may be required to sign the Company’s standard non-compete and/or confidentiality agreement(s) prior to your start date. You are encouraged to seek the advice of legal counsel should you have any questions concerning the terms contained therein.

**401(k) Participation**

After *[insert number of days in accordance with your company’s 401(k) policy]* days, you will be eligible to participate in the Company’s 401(k) retirement program. Plan specifics shall be provided upon employment.

**Tuition Reimbursement**

After *[insert number of days]* days, you will be eligible to participate in the Company’s tuition reimbursement program. Plan specifics shall be provided upon employment.

**Vehicle Allowance**

You are eligible for a *[insert dollar amount]* per month vehicle allowance. Vehicle shall be current within the last five (5) *[or other amount of years]* model years and can be any manufacturer. Further specific terms and conditions shall be provided upon employment.

**Transition/Moving Expenses**

The Company will reimburse you up to *[insert amount]* of moving and/or transition expenses incurred by you. A written receipt for expenses shall be provided to Company, along with any other applicable documentation, prior to reimbursement. If expenses are acceptable and allowable, the Company shall reimburse you within *[insert days, i.e, thirty (30) days]* days from written expense submittal date.

**Telephone/Travel Allowance**

Normal and reasonable telephone and travel expenses shall be reimbursed on a monthly basis in accordance with Company policy and procedures, including but not limited to completion of an appropriate expense reimbursement form and accompanied by applicable documentation. Expenses shall be reimbursed to you within *[insert number of days]* days following the prior calendar month and upon acceptance by the Company of the appropriate reimbursement form.

**Severance Pay**

You will be eligible for severance pay in the amount of six (6) months’ salary *[or other amount or a certain dollar amount]* should your employment be terminated by the Company for any reason other than cause (*i.e.,* harassment, violence, theft, fraudulent activities, etc.). The Company shall also cover COBRA expenses for three (3) months *[insert other time period]* following termination of employment. **\*\*last sentence concerning COBRA coverage is optional\*\***

**IV. COMPANY POLICIES**

As an employee, you are expected to observe and uphold all Company policies and procedures as implemented or varied from time to time as outlined in the Company’s employee handbook. You will not engage in any other employment, consulting, or other business activity which might create a conflict of interest with the Company. By signing this offer and accepting employment with the Company, you hereby confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

**V. MISCELLANEOUS**

**Agreement**

This letter agreement supersedes and replaces any prior agreements, representations, or understandings (whether written, oral, implied, or otherwise) between the Company and you. These terms may not be amended or modified except by an express written agreement between the parties.

**Counterparts; Facsimile/Electronic Signatures**

This letter agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**Severability**

Any provision of this agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the state of *[insert state where job is located]* without regard to principles of conflicts of law.

**Headings**

The headings in this letter agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this agreement.

**VI. SIGNATURES**

You may indicate your agreement with these terms and accept this offer by signing and dating this agreement by *[insert date offer expires]*. Upon your acceptance of this employment offer, the Company will provide you with the necessary paperwork and instructions.

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| “**COMPANY”*****[INSERT COMPANY NAME]***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[Company representative name - signature]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[Company representative name - printed]*Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ***[INSERT NAME OF APPLICANT]***Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |