

Employment Offer Letter

Generated from inkvex.app - Start with this draft, then review the final contract in Inkvex.

Employment Offer Letter

[COMPANY LETTERHEAD]

Date: [DATE]

To: [CANDIDATE FULL NAME]

[CANDIDATE ADDRESS]

From: [HIRING MANAGER / HR REPRESENTATIVE NAME]

[COMPANY NAME]

[COMPANY ADDRESS]

Dear [CANDIDATE FIRST NAME],

We are pleased to extend this offer of employment with [COMPANY NAME] (the "Company"). This letter outlines the terms and conditions of your employment. Please review carefully.

1. Position and Duties

Title: [JOB TITLE]

Department: [DEPARTMENT]

Reports To: [MANAGER NAME AND TITLE]

Location: [OFFICE ADDRESS / "Remote" / "Hybrid -- [OFFICE ADDRESS] with [X] days remote per week"]

You will be responsible for [BRIEF DESCRIPTION OF PRIMARY DUTIES AND RESPONSIBILITIES]. You may be assigned additional duties consistent with your role as business needs evolve.

This is a [full-time / part-time] position. Full-time employees are expected to work approximately [40] hours per week.

2. Start Date

Your anticipated start date is [START DATE].

This offer is contingent upon: [SELECT APPLICABLE]

- Successful completion of a background check
- Verification of your identity and employment eligibility (Form I-9)
- [ANY OTHER CONDITIONS -- e.g., "Execution of the Company's standard Confidentiality and IP Agreement"]

3. Compensation

Base Salary: \$[ANNUAL SALARY] per year, paid [bi-weekly / semi-monthly / monthly] in accordance with the Company's standard payroll schedule, subject to applicable withholdings and deductions.

[IF APPLICABLE] Signing Bonus: \$[AMOUNT], payable within [30] days of your start date. If you voluntarily leave the Company within [12] months of your start date, you agree to repay the signing bonus in full.

[IF APPLICABLE] Bonus/Commission: You will be eligible for [DESCRIBE BONUS STRUCTURE -- e.g., "an annual performance bonus of up to [X]% of base salary, at the Company's discretion, based on individual and company performance"].

[IF APPLICABLE] Equity: You will be eligible for a grant of [NUMBER] stock options / restricted stock units, subject to the terms of the Company's Equity Incentive Plan and a separate Stock Option Agreement, which will be provided to you.

4. Benefits

You will be eligible for the Company's standard benefits package, which currently includes:

- Health Insurance: Medical, dental, and vision coverage, effective [START DATE / "the first of the month following [30/60/90] days of employment"]
- Retirement: [401(k) plan with [X]% company match / other retirement benefit]
- Paid Time Off: [X] days per year, accruing [per pay period / monthly]
- Sick Leave: [X] days per year
- Holidays: [X] paid company holidays per year
- Additional Benefits: [LIST -- e.g., "life insurance, disability coverage, professional development stipend of \$[AMOUNT]/year, home office stipend"]

Benefit plans are governed by their respective plan documents, which will be provided to you during onboarding. The Company reserves the right to modify benefits at any time.

5. At-Will Employment

Your employment with the Company is at-will. This means that either you or the Company may terminate the employment relationship at any time, for any lawful reason, with or without cause or advance notice. No manager, supervisor, or representative of the Company has the authority to modify the at-will nature of your employment, except by a written agreement signed by [CEO / PRESIDENT NAME AND TITLE].

This offer letter is not a contract of employment for any specific period of time.

6. Confidentiality

During your employment and after its termination, you agree not to disclose, use, or exploit any Confidential Information of the Company except as required in the performance of your duties. "Confidential Information" includes trade secrets, business plans, financial data, customer and vendor information, product development plans, marketing strategies, and any other proprietary information not generally known to the public.

7. Intellectual Property Assignment

(a) Company Work Product. You agree that all inventions, works of authorship, designs, software, ideas, and other intellectual property that you create, conceive, or develop (i) within the scope of your employment, (ii) using Company resources, or (iii) related to the Company's current or reasonably anticipated business, shall be the sole and exclusive property of the Company ("Company IP").

(b) Personal Projects. This assignment does not apply to inventions or creative works that you develop entirely on your own time, without using Company resources, and that are unrelated to the Company's business or your job duties.

(c) Prior Inventions. If you have any pre-existing inventions or intellectual property that you wish to exclude from this assignment, list them in Exhibit A attached to this letter.

(d) State Law Notice. Some states (including California, Delaware, Illinois, Minnesota, and others) have laws that limit an employer's ability to claim employee inventions. To the extent that any provision of this section conflicts with applicable state law, the state law shall govern.

8. Non-Compete

For a period of twelve (12) months following the termination of your employment for any reason, you agree not to:

(a) Directly provide services to a Competing Business in a role substantially similar to your role at the Company, within [GEOGRAPHIC AREA -- e.g., "a 25-mile radius of the Company's principal office" or "the United States"];

"Competing Business" means [DEFINE NARROWLY -- e.g., "any business that derives more than 50% of its revenue from [specific product/service category]"].

(b) This non-compete does not restrict you from (i) working in a different role or function at a competitor, (ii) working for a company that has a competing division if you work in a non-competing division, or (iii) starting a business in a non-competing field.

IMPORTANT STATE-SPECIFIC NOTE: Non-compete agreements are unenforceable or restricted in several states, including California, Colorado, Minnesota, North Dakota, and Oklahoma, among others. If you work in one of these states, this section may not apply to you. The Company will comply with all applicable state laws regarding non-compete agreements.

9. Termination

(a) At-Will. As stated in Section 5, your employment may be terminated by either party at any time.

(b) Return of Property. Upon termination, you agree to promptly return all Company property, including laptops, access cards, documents, files, and any materials containing Confidential Information.

(c) Surviving Obligations. Sections 6 (Confidentiality), 7 (IP Assignment), and 8 (Non-Compete) survive termination of your employment.

(d) Final Pay. Your final paycheck, including any accrued but unused PTO [if applicable per Company policy and state law], will be paid in accordance with applicable state law.

10. General Provisions

(a) Governing Law. This letter shall be governed by the laws of the State of [STATE].

(b) Entire Agreement. This letter, together with any agreements referenced herein, constitutes the entire agreement regarding your employment and supersedes all prior discussions and representations, whether written or oral.

(c) Severability. If any provision of this letter is found to be unenforceable, the remaining provisions shall continue in full force and effect.