**Offer Letter Template**

[Date]

SENT ELECTRONICALLY TO:

[candidate full name]

Email: [candidate email address]

Dear [candidate first name],

We are pleased to offer you the [full-time or part-time] position of [job title] at [Company Name] reporting to [name, title]. In this role, you will typically [work remotely, work in our [location] office, travel approximately [frequency of travel], or a combination of these].

Should you accept this offer of employment, you will be expected to satisfactorily carry out the duties of the [job title] role, including, but not limited to:

* [describe]
* [describe]
* [describe]
* [describe]
* Other tasks and projects that may be assigned from time to time.

[choose one of the following paragraphs based on whether the role is full-time or part-time, delete the paragraph that does not apply]

This is a full-time position, regularly scheduled to work 30 or more hours per week. Your work schedule will be [insert, i.e. Monday through Friday, 8AM to 5PM daily, in your local time zone]. Occasionally, work may be required outside of your regular work schedule as business operations demand.

[OR]

This is a part-time position, regularly scheduled to work approximately [hours per week] hours each workweek. Your initial work schedule will be provided during your new hire orientation. Occasionally, work may be required outside of your regular work schedule as business operations demand.

 [choose one of the following paragraphs based on whether role is exempt or non-exempt, delete the paragraph that does not apply]

This position offers a [pay cycle: weekly bi-weekly semi-monthly] salary of $[periodic salary], which is the equivalent of $[annual salary] on an annual basis. This position is considered exempt under the Fair Labor Standards Act, which means you are not eligible for overtime pay beyond your salary.
[OR]
This position offers an hourly rate of $[hourly rate] for regular hours worked, paid on a [pay cycle: weekly bi-weekly semi-monthly] basis. This position is considered non-exempt under the Fair Labor Standards Act, which means you are eligible for overtime time pay in accordance with federal, state, and local wage and hour laws.

[commission structure, if applicable - choose one of the following paragraphs based on whether role is exempt or non-exempt, delete the paragraphs that do not apply]

 [non-recoverable draw]

In consideration of your services, you will be paid [a non-recoverable draw] of $[amount] per [week/month/year], payable in accordance with [Company Name]'s standard payroll practices and subject to all withholdings and deductions as required by law.

[commission – plan doc attached]

In addition, you will be eligible to participate in [Company Name]'s commission plan, a copy of which is enclosed herewith.

[commission – basic provisions]

In addition, you will be eligible to earn commissions on [description of sales, revenue, or profits on which calculations of commissions are based]. Commissions shall be calculated as follows: [details… minus adjustments and chargebacks for transactions that are cancelled before commission is earned.

[non-recoverable draw – reconciliation with commissions]

Your non-recoverable draw will be reconciled with your commissions as follows: [details of reconciliation schedule and calculations].

[multiple sales people]

If more than one salesperson performs work relating to a particular sale, the [management job title] has discretion to split the commission among the employees who performed work relating to that sale.]

[commission payments]

Commissions are earned when [payment has been received from the [client/customer] in full [and/or describe other conditions necessary]. You must be employed by [Company Name] to earn a commission, and you may not earn commissions after your employment with [Company Name] has ended, regardless of the reason for the termination. Commissions will be paid in arrears on the first regular payday following the payroll period in which they were earned. If any commissions you earn are to be paid following your termination of employment, [Company Name] will direct-deposit the net pay to the account on record for you.

[complete information specific to your company offering]

Full-time employees who work 30 or more hours per week are eligible for the company’s group insurance plans which, at present, include [medical dental vision life AD&D disability, as applicable]. Additionally, the company offers its eligible employees [paid company holidays, paid sick leave, paid time off (PTO), vacation, etc., as applicable]. [Eligible employees may elect to contribute to the company’s retirement savings program which includes a discretionary employer match.] The company may change these offerings at any time, at its own discretion. A complete summary of benefits will be provided during your new hire onboarding process.

[Company name] has selected Obsidian HR as its PEO (Professional Employer Organization) to provide Human Resources and related services. Through Obsidian HR’s contractual relationship with our company, Obsidian HR administers new hire onboarding, payroll, benefits, workers’ compensation, and employment documentation. Year-end W-2 information is provided by Obsidian HR and you may occasionally receive communications from Obsidian HR directly or via its isolved operating system.

Nothing contained in this letter shall be construed as creating a contract or contractual obligations of any kind. This letter outlines the compensation and benefits associated with the employment being offered, and you should not rely on assumptions or statements made, expressed or implied. If you have questions about this offer of employment, please contact me for clarification prior to acceptance.

Employment with our company is at will, which means that either you or the company may terminate the relationship at any time.

[Author – review this paragraph for applicability, delete if it doesn’t apply]

This offer is contingent upon the company receiving satisfactory results to any pre-employment background check and/or drug screening.

As previously discussed, [day, date] will be your first day of employment with us. Kindly indicate your understanding and acceptance of this offer by signing below and returning a copy to me no later than [date].  If I don't receive your acceptance by this date, this offer will expire and we'll assume you do not wish to accept this position.

We look forward to seeing you on [start date]. Your new hire orientation will begin at 9AM in your local time zone. Please plan to present your two forms of identification for verification, to satisfy the requirements of Form I-9.

Should you have any questions, feel free to contact [name] at [number].

Sincerely,

[signer full name – using an image of the actual signature is discouraged]

[signer full name]

[signer title]

[signer email address]

ACCEPTANCE:

By my signature below, I accept the offer of employment set forth above.

My employment will commence on: .

 Start Date

[full candidate name] Date