Form: Offer Letter to Prospective Employee

Description: This is a sample letter offering a job to an employee, to be signed and returned by the employee. It is intended to establish the “at-will” nature of the employee’s employment with the company.
[Date]

__________________________________________________
__________________________________________________
__________________________________________________

Re: Terms of Employment

Dear __________:

We are pleased to inform you that after careful consideration, __________________________ (the “Company”) has decided to make you this offer of employment. This letter sets forth the terms of the offer which, if you accept, will govern your employment.

**Position; Duties.** Your position will be ________________, reporting to the _______________ of the Company. Your duties and responsibilities, will be as designated by the Company, with an initial focus on (i) ___________________________ and (ii) ___________________________.

**Full Time Employment.** The employment term will begin on ____________, ____________.

**Compensation.** Your compensation will be $_____________ a year, paid twice monthly consistent with the Company’s payroll practices. Your package will include participation in the health and other benefit plans of the Company pursuant to their terms as may be amended by the Company from time to time. You will be entitled to __________ week’s paid vacation (equivalent of ___ business days) for each year of full employment.

**Stock Options.** You will be granted options to acquire __________ shares of the Company’s Common Stock, vesting over a [four (4)] year term with one (1) year cliff vesting for 1/4th of the options. The options will be granted at a strike price of $_____________ per share. The terms and conditions of your stock options are contained in a Stock Option Agreement of even date herewith and must be executed by you and returned to us immediately to be effective.

**Employment at Will.** Our employment relationship is terminable at will, which means that either you or the Company may terminate your employment at any time, and for any reason or for no reason.

**Confidentiality and Invention Assignment Agreement.** You will be subject to the Company’s Confidentiality and Invention Assignment Agreement, which is enclosed with this letter and must be signed and returned by you before any employment relationship will be effective.

**Certain Acts.** During employment with the Company, you will not do anything to compete with the Company’s present or contemplated business, nor will you plan or organize
any competitive business activity. You will not enter into any agreement, which conflicts with your duties or obligations to the Company. You will not during your employment or within one (1) year after it ends, without the Company's express written consent, directly or indirectly solicit or encourage any employee, agent, independent contractor, supplier, customer, consultant or any other person or company to terminate or alter a relationship with the Company.

**Representations.** You represent that you are aware of no obligations legal or otherwise, inconsistent with the terms of this Agreement or with your undertaking employment with the Company. You will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. You represent and warrant that you have returned all proprietary and confidential information belonging to all prior employers. You also represent and warrant that all information provided to the Company (including any information in your resume) is true, correct and complete.

**Miscellaneous.** Upon your acceptance, this letter will contain the entire agreement and understanding between you and the Company and supersedes any prior or contemporaneous agreements, understandings, term sheets, communications, offers, representations, warranties, or commitments by or on behalf of the Company (oral or written). The terms of your employment may in the future be amended, but only by writing and which is signed by both you and, on behalf of the Company, by a duly authorized executive officer, provided, however, that you will be subject to any employment related policies of the Company or its Employee Handbook, as may be amended or adopted by the Company from time to time. In making this offer, we are relying on the information you have provided us about your background and experience, including any information provided us in any Employment Application that you may have submitted to us. The language in this letter will be construed as to its fair meaning and not strictly for or against either of us. In the event a dispute does arise, this letter, including the validity, interpretation, construction and performance of this letter, shall be governed by and construed in accordance with the substantive laws of the State of [California or other State]. Jurisdiction for resolution of any disputes shall be solely in [City] [State]. In any dispute, each side shall bear its own attorneys’ fees.
If these terms are acceptable, please sign in the space provided below and return this letter to us. Again, we’re very excited to have you join the Company.

Yours truly,

[Name]
[Title]

Agreed and Accepted:

[Name]