JOB OFFER LETTER

Company: _____, address _____.

Date: _____

Candidate: _____, address _____.

Dear _____,

On behalf of _____ (the "Company"), I am pleased to offer you the (check one) [ ] full-time [ ] part-time [ ] temporary or seasonal [ ] internship position of _____ in our _____ department. This letter sets out the main terms of our offer.

1. POSITION AND START DATE

You will report to _____, _____. Your main responsibilities will include _____. Your duties may change over time as the needs of the business change.

Your first day of work will be _____. For a temporary job or internship, we expect it to end on or about _____. That date is a planning estimate, not a promise of employment through that date.

Work location (check one): [ ] on site at _____ [ ] hybrid, on site at _____ _____ and remotely the rest of the time [ ] remote, from a location in the State of _____ that meets the Company's remote work policy.

Your regular schedule will be _____, about _____ hours per week.

2. COMPENSATION

You will be paid (check one) [ ] a starting salary at the rate of $_____ per year [ ] a starting rate of $_____ per hour, paid (check one) [ ] weekly [ ] every two weeks [ ] twice a month [ ] monthly, less applicable taxes and withholdings.

This position is classified as (check one) [ ] exempt from overtime under the Fair Labor Standards Act and state law [ ] non-exempt, with overtime paid at one and one-half times the regular rate for hours over 40 in a workweek, or as state law otherwise requires.

Signing bonus (optional): a one-time payment of $_____, less withholdings, with your first regular paycheck.

Bonus or commission (optional): you will be eligible for _____ under the Company's written bonus program or commission plan, which controls. Eligibility is not a promise of any particular payment.

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Equity (optional): subject to approval by the Company's board of directors or other governing body, you will be offered _____ under _____. All terms are governed by that plan and a separate award agreement.

3. BENEFITS

You will be eligible for the Company's benefit programs for employees in similar positions, subject to each plan's terms, which control. These currently include (check all that apply): [ ] health insurance [ ] dental and vision [ ] paid time off of _____ [ ] paid holidays [ ] retirement plan [ ] life and disability insurance [ ] other: _____. Eligibility begins _____. You will also receive any paid sick leave that state or local law requires.

4. CONDITIONS OF THIS OFFER

This offer depends on (check all that apply): [ ] satisfactory results of a background check [ ] a negative drug screening, where the law allows it [ ] satisfactory reference checks [ ] signing the Company's confidentiality and inventions assignment agreement [ ] other: _____.

If an outside screening company runs a background check, you will first receive a separate written disclosure and be asked to authorize the check in writing, as the Fair Credit Reporting Act requires.

Federal law requires every U.S. employer to verify each new employee's identity and authorization to work. You will need to complete Section 1 of Form I-9 no later than your first day and show acceptable documents within three business days after you start.

5. AT-WILL EMPLOYMENT

Your employment will be at will. You may resign at any time, and the Company may end your employment at any time, with or without cause or notice. Any introductory period of _____ does not change this. This letter is not a contract of employment for any fixed term.

Montana employers: replace this section. Montana does not follow the at-will rule after an employee finishes the probationary period (Mont. Code § 39-2-904). If the employer sets no period, it is 12 months from the first day of work (Mont. Code § 39-2-910).

6. RESPONSE DEADLINE

This letter sets out the complete terms of our offer and replaces any earlier discussions or promises about this position. To accept, please sign below and return this letter by _____. If we have not received your signed acceptance by then, this offer will expire. Questions: _____.

Sincerely, _____ (name), _____ (title)

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7. ACCEPTANCE OF OFFER

I accept this offer of employment on the terms set out in this letter. I understand that my employment will be at will (or, in Montana, subject to the probationary period and good-cause terms above), that this letter is not a contract for any fixed term, and that the offer depends on any conditions listed above.

SIGNATURES

Employer

Signature: _____ Date: _____

Printed Name: _____

Candidate

Signature: _____ Date: _____

Printed Name: _____

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