

# Offer of Employment and Employment Contract

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Dear \_\_\_\_\_:

We are pleased to offer you a position with \_\_\_\_\_ (“Company”). Your start date, manager, compensation, benefits, and other terms of employment will be as set forth below and on EXHIBIT A.

## TERMS OF EMPLOYMENT

**1. Position and Duties.** Company shall employ you, and you agree to competently and professionally perform such duties as are customarily the responsibility of the position as set forth in the job description attached as EXHIBIT A and as reasonably assigned to you from time to time by your Manager as set forth in EXHIBIT A.

**2. Outside Business Activities.** During your employment with Company, you shall devote competent energies, interests, and abilities to the performance of your duties under this Agreement. During the term of this Agreement, you shall not, without Company’s prior written consent, render any services to others for compensation or engage or participate, actively or passively, in any other business activities that would interfere with the performance of your duties hereunder or compete with Company’s business.

**3. Employment Classification.** You shall be a Full-Time Employee and shall not be entitled to benefits except as specifically outlined herein.

### **4. Compensation/Benefits.**

**4.1 Wage.** Company shall pay you the wage as set forth in the job description attached as EXHIBIT A.

**4.2 Reimbursement of Expenses.** You shall be reimbursed for all reasonable and necessary expenses paid or incurred by you in the performance of your duties. You shall provide Company with original receipts for such expenses.

**4.3 Withholdings.** All compensation paid to you under this Agreement, including payment of salary and taxable benefits, shall be subject to such withholdings as may be required by law or Company’s general practices.

**4.4 Benefits.** You will also receive Company’s standard employee benefits package (including health insurance), and will be subject to Company’s vacation policy as such package and policy are in effect from time to time.

**5. At-Will Employment.** Either party may terminate this Agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment Agreement and does not constitute a guarantee of continuing employment for any term.

**6. Nondisclosure Agreement.** You agree to sign Company's standard Employee Nondisclosure Agreement and Proprietary Rights Assignment as a condition of your employment. We wish to impress upon you that we do not wish you to bring with you any confidential or proprietary material of any former employer or to violate any other obligation to your former employers.

**7. Authorization to Work.** Because of federal regulations adopted in the Immigration Reform and Control Act of 1986, you will need to present documentation demonstrating that you have authorization to work in the United States.

**8. Further Assurances.** Each party shall perform any and all further acts and execute and deliver any documents that are reasonably necessary to carry out the intent of this Agreement.

**9. Notices.** All notices or other communications required or permitted by this Agreement or by law shall be in writing and shall be deemed duly served and given when delivered personally or by facsimile, air courier, certified mail (return receipt requested), postage and fees prepaid, to the party at the address indicated in the signature block or at such other address as a party may request in writing.

**10. Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of [INSERT STATE HERE], as such laws are applied to agreements between residents of California to be performed entirely within the State of [INSERT STATE HERE].

**11. Entire Agreement.** This Agreement sets forth the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior written agreements and all prior or contemporaneous oral Agreements and understandings, expressed or implied.

**12. Written Modification and Waiver.** No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right or any subsequent breach or default.

**13. Assignment.** This Agreement is personal in nature, and neither of the parties shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations under this Agreement, except that Company may assign or transfer this Agreement to a successor of Company's business, in the event of the transfer or sale of all or substantially all of the assets of Company's business, or to a subsidiary, provided that in the case of any assignment or transfer under the terms of this Section, this Agreement shall be binding on and inure to the benefit of the successor of Company's business, and the successor of Company's business shall discharge and perform all of the obligations of Company under this Agreement.

**14. Severability.** If any of the provisions of this Agreement are determined to be invalid, illegal, or unenforceable, such provisions shall be modified to the minimum extent

necessary to make such provisions enforceable, and the remaining provisions shall continue in full force and effect to the extent the economic benefits conferred upon the parties by this Agreement remain substantially unimpaired.

**15. Arbitration of Disputes.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

We look forward to your arrival and what we hope will be the start of a mutually satisfying work relationship.

Sincerely,

[INSERT COMPANY NAME]

By: \_\_\_\_\_ Date:

\_\_\_\_\_

Acknowledged, Accepted, and Agreed

Employee Signature \_\_\_\_\_ Date

\_\_\_\_\_