

Company Logo

Employment Offer Agreement

Date

Address

Dear **Employee Name**:

On behalf of (**Company Name**) (the 'Company'), I am pleased to offer you a position as our (**Position Title**). Your employment shall commence on (**Start Date**). You will be reporting directly to (**Supervisor Name, Title**).

- As we discussed, in this position your starting compensation will be (**Hourly Wage**) an hour, which is equivalent to an annual amount of (**Annual Wage**), less all applicable deductions and taxes.
- This position is considered a non-exempt position for purposes of federal wage-hour law, which means that you will be eligible for overtime pay for hours actually worked in excess of 40 hours in a given work week. You will be eligible for annual performance reviews which may lead to increases in your compensation.
- In addition to your compensation, you will be eligible to receive the benefits which are offered to all (**Company Name**) employees. You will be eligible for these health benefits after sixty (60) days of continuous employment. You will receive a copy of your employee handbook, which describes the Company's policies and procedures that will govern certain aspects of your employment. Please be sure to review the handbook and sign and return the acknowledgement of receipt page at the end of the handbook.
- It is important that you acknowledge that during your employment, you will have access to information about the Company and that your employment with the Company shall bring you into close contact with many confidential affairs of the Company and our clients. It is imperative that you not discuss Company business or the business of our clients with any party outside of (Company). You agree that upon termination of your employment with the Company for any reason, you will immediately return to the Company any and all confidential information and any property of the Company to your immediate supervisor. Any questions regarding confidentiality need to be addressed directly to (**Supervisor Name**) or **Wes Garnett, W. Garnett & Associates**.
- While employed by the Company, you agree that you will not engage in any other gainful employment, business, or activity without the written consent of the Company. Nor during your employment with the Company, will you assist any person or organization in competing with the Company.
- As required by federal immigration law, your employment with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States. Such documentation must be provided to the Company within three (3) business days of your Start Date, or our employment relationship may be immediately terminated.

- Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Denver, State of Colorado. In the event that litigation results from or arises out of this agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fee, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more then one (1) year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.
- You acknowledge and agree that your remuneration, reporting relationships, duties and responsibilities may change over time, as the Company deems appropriate. You agree that any such change(s) will not constitute a violation of this agreement nor affect, change, void or render unenforceable, any other part of this agreement.
- The Company shall reimburse you, upon presentation of receipts and vouchers, for all reasonable expenses properly incurred by you in connection with the performance of your duties and in accordance with the Company's established policies and practices as amended from time to time.

We look forward to having you join the Company and becoming a member of our team. However, we recognize that you retain the option, as does the Company, of ending your employment with the Company at any time, with or without notice and with or without cause. As such, your employment with the Company is at-will; neither this letter nor any other oral or written representations may be considered a contract for any specific period of time.

If you have any questions regarding this offer letter with the Company, please do not hesitate to contact me or **Wes Garnett of W. Garnett & Associates (303-658-9342)**.

This offer of employment, if not previously accepted by you, will expire seven (7) days from the date of this letter. If you wish to accept the offer, please sign in the place provided below and return it to me within the prescribed time.

Sincerely,

(Company Name)

By: _____

(Title)

ACCEPTED AND AGREED:

 (Employee Name)

DATE: _____