

To use this Woodpecker template, please [**download**](https://appsource.microsoft.com/en-us/product/office/WA104381028?mktvid=PN104379508&mktcmpid=t_offer-letter) and launch Woodpecker (don’t worry it’s free) from the Microsoft Office Store and you’ll be able to interact with this pre-built template. [**Let us know**](mailto:hello@woodpeckerweb.com) if you have any questions!

You can delete this cover page whenever you’re ready.

Woodpecker does not assume any responsibility for any consequence of using this document or any other document provided on our website or app.

**[Company name]**

**[Company address]**

Thursday, April 12, 2018

**[Employee name]**

**[Employee address]**

**[Employee city, state, zip]**

Dear [Employee name]:

On behalf of [Company name], a [Company state of incorporation] corporation (the “**Company**”), I am pleased to offer you employment with the Company. The purpose of this letter is to summarize the terms of your employment with the Company, should you accept our offer:

### You will be employed to serve on a [Full time/part time] basis as **[Employee title]**, effective **[Employment effective date]**. As **[Employee title]**, you will be responsible for **[Employee job responsibilities]**, plus such other duties as may from time to time be assigned to you by the Company.

### Your base salary will be at the rate of $[Salary] per [Pay period] pay period, subject to tax and other withholdings as required by law. Such base salary may be adjusted from time to time in accordance with normal business practice and in the sole discretion of the Company.

### You may participate in any and all bonus and benefit programs that the Company establishes and makes available to its employees from time to time, provided you are eligible under (and subject to all provisions of) the plan documents governing those programs. The bonus and benefit programs made available by the Company, and the rules, terms and conditions for participation in such benefit plans, may be changed by the Company at any time without advance notice.

### You may be eligible for a maximum of [# of vacation weeks] weeks of vacation per calendar year to be taken at such times as may be approved by the Company. The number of vacation days for which you are eligible shall accrue at the rate of [Days / month vacation accrual] days per month that you are employed during such calendar year.

### Subject to the approval of the Board of Directors of the Company, the Company may grant to you an incentive stock option (the “**Option**”) under the Company’s [Stock option year] Stock Incentive Plan (the “**Plan**”) for the purchase of an aggregate of [Stock options granted] shares of common stock of the Company at a price per share equal to the fair market value at the time of Board approval. The Option shall be subject to all terms, vesting schedules and other provisions set forth in the Plan and in a separate option agreement.

### You may be eligible to receive such future stock option grants as the Board of Directors of the Company shall deem appropriate.

### You will be required to execute an Invention and Non-Disclosure Agreement and a Non-Solicitation Agreement in the forms attached as Exhibit A and Exhibit B, as a condition of employment.

### You represent that you are not bound by any employment contract, restrictive covenant or other restriction preventing (or that purports to prevent) you from entering into employment with or carrying out your responsibilities for the Company, or which is in any way inconsistent with the terms of this letter.

### You agree to provide to the Company, within three days of your hire date, documentation of your eligibility to work in the United States, as required by the Immigration Reform and Control Act of 1986. You may need to obtain a work visa in order to be eligible to work in the United States. If that is the case, your employment with the Company will be conditioned upon your obtaining a work visa in a timely manner as determined by the Company.

### This letter shall not be construed as an agreement, either expressed or implied, to employ you for any stated term, and shall in no way alter the Company’s policy of employment at will, under which both you and the Company remain free to terminate the employment relationship, with or without cause, at any time, with or without notice. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the “at-will” nature of your employment may only be changed by a written agreement signed by you and a company executive**,** which expressly states the intention to modify the at-will nature of your employment. Similarly, nothing in this letter shall be construed as an agreement, either express or implied, to pay you any compensation or grant you any benefit beyond the end of your employment with the Company.

### In return for the compensation payments set forth in this letter, you agree to devote your full business time, best efforts, skill, knowledge, attention, and energies to the advancement of the Company's business and interests and to the performance of your duties and responsibilities as an employee of the Company and not to engage in any other business activities without prior approval from the Company.

### The Company’s offer of at-will employment is contingent upon your authorization and successful completion of background and reference checks. The Company may obtain background reports both pre-employment and from time to time during your employment with the Company, as necessary.

### As an employee of the Company, you will be required to comply with all Company policies and procedures. Violations of the Company's policies may lead to immediate termination of your employment. Further, the Company's premises, including all workspaces, furniture, documents, and other tangible materials, and all information technology resources of the Company (including computers, data and other electronic files, and all internet and email) are subject to oversight and inspection by the Company at any time. Company employees should have no expectation of privacy with regard to any Company premises, materials, resources, or information.

### This offer letter is your formal offer of employment and supersedes any and all prior or contemporaneous agreements, discussions and understandings, whether written or oral, relating to the subject matter of this letter or your employment with the Company. The resolution of any disputes under this letter will be governed by the laws of the [State of law].

If you agree with the provisions of this letter, please sign the enclosed duplicate of this letter in the space provided below and return it to [Company officer to return agreement to], by Thursday, April 26, 2018. If you do not accept this offer by Thursday, April 26, 2018, this offer will be revoked.

Very Truly Yours,

**[Company name]**

By:   
Name:   
Title:

The foregoing correctly sets forth the terms of my employment by [Company name].

Date:

Name:

**Exhibit A**

**Invention and Non-Disclosure Agreement**

**Exhibit B**

**[[1]](#footnote-1) Non-Solicitation Agreement**

1. Delete if Company is located in California. [↑](#footnote-ref-1)