Offer Letter

Policy · US · Updated 2026-07-13 · Square brackets are placeholders to replace with your own details.

An offer letter is the written summary of the terms on which an employer offers someone a job — position, pay, start date, benefits headline, and the contingencies the offer depends on — deliberately written so that it is not an employment contract. In the US, where employment is at will almost everywhere, the letter's two jobs are to get the terms in writing and to preserve at-will status while doing it.

That second job is where offer letters go wrong. A letter that promises "an annual salary of [amount]", calls the job "permanent", or describes a bright future can be read as promising something the employer never meant to promise — and the argument arrives at the worst possible time, after a termination. The fix is not to write less; it is to write precisely: pay per pay period, an express at-will statement, and a plain sentence saying the letter is not a contract.

This template gives you the full letter: position and start date, compensation and FLSA classification as placeholders, the benefits summary, the at-will clause, the contingencies (Form I-9, background check where lawful), and the acceptance mechanics.

Purpose and scope

This template is the standard offer letter for all offers of employment at [Your company]. Offers are made only on this letter, approved by [name/role] before sending — verbal promises, emails, and side arrangements are not part of any offer, and hiring managers should not make them.

The letter is issued after the hiring decision and before any start-date commitments, and nothing in it or in the hiring process creates a contract of employment for any period of time.

Position and start date

Dear [candidate name] — We are pleased to offer you the position of [job title] at [Your company], reporting to [manager name, title], based at [location / remote arrangement]. This is a [full-time/part-time] position with a regular schedule of [hours/days].

Your anticipated start date is [date], subject to the contingencies described below. Your duties are summarized in the attached job description and may change as the needs of the business change.

Compensation and classification

- Your pay will be [$X per hour / $X per pay period], paid [weekly/biweekly/semimonthly] in accordance with [Your company]'s regular payroll practices, and subject to required withholdings. [If useful: this equates to approximately $X annualized — stated for reference only and not a promise of employment for any period.]

- This position is classified as [exempt / non-exempt] under the Fair Labor Standards Act. [If non-exempt: you will be paid overtime as required by federal and state law, and time worked must be accurately recorded.] Review the classification against current DOL criteria before sending — the duties and pay decide it, not the title.
- [You will be eligible to participate in the [bonus/commission] plan, under the terms of the plan document as amended from time to time. The plan document governs; this letter does not promise any particular payment.]
- [Equity, if offered, is governed exclusively by the plan and grant documents and subject to [board] approval.]

Benefits and time off

You will be eligible for [Your company]'s benefits programs, currently including [medical/dental/vision/401(k)], subject in each case to the terms of the plan documents, which control over any summary in this letter. Benefits eligibility begins [date/waiting period], and [Your company] may change its benefits programs at any time.

You will [accrue / receive] paid time off under the PTO policy — currently [amount] — plus [Your company]'s observed holidays. The policies themselves govern and may be updated from time to time.

At-will employment

Your employment with [Your company] is at will. That means you may end your employment at any time, for any reason, and [Your company] may do the same, with or without cause and with or without notice. Nothing in this letter, in any policy or handbook, or in any statement made during the hiring process creates a contract of employment or a promise of employment for any specific period.

The at-will nature of your employment can be changed only in a written agreement signed by you and by [officer title] of [Your company]. No one else has authority to change it, verbally or otherwise.

Contingencies

This offer, and your continued employment, are contingent on the following. If any contingency is not satisfied, [Your company] may withdraw the offer or end the employment:

- Proof of your identity and authorization to work in the United States, through timely completion of Form I-9 as federal law requires — bring acceptable original documents (your choice from the USCIS list) on your first day.
- [Satisfactory completion of a background check, where lawful, job-related, and conducted in accordance with applicable federal, state, and local law, including consent and adverse-action requirements.]
- [Satisfactory professional references.]
- [Verification of the license/certification required for the role: [license].]
- [Signing [Your company]'s [confidentiality/arbitration/other] agreement, enclosed with this letter.]

Acceptance and expiration

To accept, sign and return this letter by [date]; the offer expires if not accepted by then, and [Your company] may withdraw it at any time before acceptance. This letter, together with the enclosed [documents], is the complete offer and replaces all prior discussions about the terms of your employment.

We are excited about what you will bring to [team] — questions before you sign go to [name, contact]. Signed: [name/role] for [Your company]. Accepted: [candidate signature, date].

Records and review

Signed offer letters are filed in the personnel file at [system/location]. This template is reviewed [frequency, e.g. annually], whenever pay or benefits structures change, and whenever a state where [Your company] hires adds wage-notice, salary-history, or fair-chance requirements. Owner: [name/role]. Next review due: [date].

How to use this template

1. Fill in pay per pay period, not just an annual figure — annual-salary language is the classic accidental promise of a year's employment.
2. Confirm the FLSA exempt or non-exempt classification against current DOL criteria before the letter goes out, and say which it is.
3. Check your state for wage-notice-at-hire, salary-history, and fair-chance rules, and adjust the compensation and contingencies sections to match.
4. Keep the at-will clause intact — do not let hiring managers soften it to make the letter warmer; warmth goes in the opening and closing lines.
5. Set a real expiration date and send the letter with the documents it references, so acceptance is one signature, not a correspondence.
6. File the signed letter before day one — it is the first document anyone reaches for in a later dispute about what was promised.

Official guidance

- USCIS — Form I-9, Employment Eligibility Verification
- IRS — About Form W-4
- DOL — Fair Labor Standards Act
- EEOC — Prohibited employment policies/practices