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Preparing an Offer of Employment Letter

An offer letter is an important start to any employment relationship because it ensures the employer and employee have a mutual understanding about the key terms of employment. This guide identifies the key elements of an employment offer letter and provides a sample letter for you to review and consider when drafting your own offer letter. As a future employee, this guide will help you to clarify some points of employment before accepting.

Key Terms of an Offer Letter

The key terms that should be covered in an offer letter include:

- **Warm welcome / encouragement:** The offer letter should open by declaring that the employer is writing to extend the recipient an offer of employment, stating the employer believes the individual will be an asset to the employer, and expressing that the employer hopes the candidate will accept the offer.
- **Job title:** The offer letter should identify the position for which the individual is being hired, and whether the job is full time or part time.
- **Supervisor:** The offer letter should identify the individual(s) to whom the candidate will report.
- **Start date:** If the start date is known or if it is important that the candidate start the job on or before a particular date, the offer letter should say so.
- **Compensation:** The offer letter should clearly state how and how much the employee will be paid (*e.g.* by the hour, by the week, by the piece).
- **Pay days:** The offer letter should indicate the schedule on which the employee will be paid. In Maine, employees must be paid at least once every 16 days for work performed up to 8 days prior to the pay day. In Massachusetts, hourly workers must be paid every week (weekly) or every other week (bi-weekly). In New Hampshire, employees must be paid either weekly or bi-weekly, although the New Hampshire Department of Labor may authorize individual employers to pay wages less frequently.





- **Paid time off:** If the employee will be eligible for any vacation, sick, or other paid time off, the letter should describe the time they will be eligible to accrue, and when they may begin using any accrued time.
- **Benefits:** If the employee will be eligible for benefits such as health insurance, short term disability insurance, long term disability insurance, or life insurance, the offer letter should identify the available benefits and when the employee will become eligible for them. It is important to note in the letter, however, that the availability and terms of any benefit plans are as set forth in the plans themselves, and are subject to change.
- **Conditions of offer:** If the offer is conditioned upon any further actions of the candidate, the letter should clearly spell out such conditions. For example, in the United States, every offer of employment is conditioned upon the candidate's ability to demonstrate that they are authorized to work in the United States. Other conditions may include successful completion of a criminal background check or successful completion of a pre-employment physical exam.
- **At will statement:** In the New England states, all employees are presumed to be "at will" unless the employer and employee agree to employment for a period of time. "At will" means the employer or employee can end the employment relationship at any time, with or without notice, and for any lawful reason. It is very important that any offer letter make clear that the employment is at will.
- **Statement regarding importance of truthfulness:** In deciding to hire someone, you inevitably rely on statements the individual has made about their education, experience, or skills. The job application or offer letter should make clear that the employer has relied upon information provided by the prospective employee, and that continued employment is dependent on the accuracy of that information.

Sample Offer Letter

A sample offer letter of employment is included to assist you in drafting your own offer letter or for comparison with any offer letter you may receive.

Conclusion

You may find it helpful to consult with an attorney when setting up your employment program. The [Legal Food Hub](#) can connect you with an attorney in your state who is able to help.





SAMPLE OFFER LETTER

Melinda Smith
2000 Cumberland Avenue
Portland, ME 04101

Dear Ms. Smith:

We are pleased to offer you the position of Farm Hand at Placeholder Farms, LLC, D/B/A the Temporary Farm located at 144 Red Rock Road, Gray, ME 04039 (the "Company"). We feel that your enthusiasm and background will greatly contribute to the success of our team. At this time, we would like to extend to you the following offer of employment:

Job Title:	Farm Hand
Reporting To:	Lead Farm Hand; Farm Director
Start Date:	Monday, May 15, 2023
Rate of Pay:	\$12.75 per hour
Pay Schedule:	Employees will be paid weekly.
Employment Status:	Full Time
Time Off:	You will be eligible for [DESCRIPTION OF PAID TIME OFF BENEFIT / HOW THEY EARN THE TIME (i.e. 8 HOURS PER MONTH) / ANY RESTRICTIONS ON EMPLOYEE'S USE DURING FIRST 90 DAYS OF EMPLOYMENT].
Benefits and Eligibility Dates:	As a full-time employee, you will be eligible to participate in our group health care plan on [INSERT DATE]. You will receive your new hire paperwork and benefits information on your first day of work. The availability and terms of any benefit plans are as set forth in the plans themselves and are subject to change. We are happy to share the summary plan description with you upon request.
Conditions of Offer:	In compliance with the Immigration Reform and Control Act of 1986, this offer of employment is conditioned upon your presenting sufficient documentation to prove your identity and legal authorization to work in the United States (for more information on the types of documents required please see the attached List of Acceptable Documents). We ask that you be prepared to complete a USCIS Form I-9 on your first day of employment, which includes providing us with the documents listed above.

Please be advised that honesty and candor are important values of the Company. Any misrepresentation, falsification, or material omission of information or data that you may have made in your resume or during the hiring process, regardless of when or how it is discovered, may result in exclusion from further consideration for employment or, if you are already employed, immediate discharge.

This letter is not to be construed as a contract of employment for any fixed period of time. Your employment will be "at will," which means that either you or the Company may terminate the





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employment relationship, with or without cause, at any time without any obligation for services to be performed or compensation to be paid for any period beyond the effective date of termination. We are confident that this position can provide the challenges and career growth you desire, and we look forward to welcoming you to Company team. To accept this offer, please sign and date this letter on the lines provided below and return a copy to the Company.

If you have any questions, please contact me at [PHONE NUMBER / EMAIL ADDRESS].

Sincerely,
John Doe

Signature: _____ Date: _____
Melinda Smith

This guide was generously prepared by Alexander Pringle of Pierce Atwood LLP.

Looking for legal help?

*Contact the Legal Food Hub to see if you qualify for **free** legal assistance!*

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1-844-LAW-GROW (1-844-529-4769)

