

# Offer Letters / Employment Contracts

If you have received an Offer Letter and/or an Employment Contract it is important that it be reviewed prior to your execution. While most people are concerned that any delay in signing and returning an Offer Letter and/or Employment Contract can result in the loss of the job, it may be detrimental not to understand the relation that you are entering into, more specifically – the obligations you may be agreeing to and the rewards that you believe you are to receive.

When faced with an Offer Letter and/or an Employment Contract, various items are to be considered including, among others:

- (a) Will you be an at will employee (meaning that you can be terminated for any reason or no reason at all, so long as the reason does not violate the law) or will you be employed for a set duration of time;
- (b) Does the document include your title, work location, a “guaranteed” bonus and if the latter is it truly “guaranteed”;
- (c) Are you relocating for the position and if so, are the terms of the relocation set forth in the document or will you be receiving another agreement detailing the specific understandings you have reached; and,
- (d) Are there any other documents and/or policies and/or handbooks that are incorporated by reference into this document and if so, have you received copies of these items for your review.

Aside from the above factors, there are others items to be contemplated. For example, if you are presently employed, when is the proper time to give notice of your resignation to your

current employer? Also, are there any restrictions on your future employment that would prevent you from taking this new position? And if you have restrictions, have these been disclosed to the prospective employer?

Other considerations include: Will you be required to sign any additional documents after you commence employment – in particular, a non-compete agreement? It is essential to take time to carefully review the document prior to signing the Offer Letter and/or Employment Contract, as it is not unusual for an individual to depart employment and commence employment elsewhere, simply to be given a non-compete agreement to sign two days into the new employment when he/she may no longer have the option to reject the new employment offer and/or negotiate the terms of such non-compete agreement.

It is important to remember that you are considered valuable at the time an offer is being extended to you and you may be able to maximize on this.

Our firm can assist you in reviewing the necessary documents to protect you on the way into your new employment and at the same time review any documents that you may have signed at your current or former employer to make sure you understand your rights and obligations. We also understand that this process is timely and any Offer Letter and/or Employment Contract must be reviewed and responded to promptly.

Additionally, we are available to assist you during the negotiation process with a prospective employer so that you may raise the necessary points in the discussion phase and prior to your receipt of any agreement you believe is on its way.

If you are interested in these services, please contact our office to schedule a time to speak.