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## **REMOTE WORK AGREEMENT**

*State of Alabama*

### **BACKGROUND:**

A. This Remote Work Agreement is made effective as of the following date: \_\_\_\_\_,  
by and between the following employee (the "Employee"):

\_\_\_\_\_  
of  
\_\_\_\_\_

and the following employer (the "Employer"):

\_\_\_\_\_  
of  
\_\_\_\_\_

B. WHEREAS Employee agrees to participate in a remote work arrangement according to the applicable guidelines described in this Agreement.

C. WHEREAS Employer concurs with the Employee participation and agrees to honor the applicable guidelines and policies described in this Agreement.

*In consideration of the mutual promises and covenants herein contained, the Parties hereto agree to the following:*

*I. Type of Employment.*

1. This Employee is being hired for a permanent full-time position.
2. This Employee will work the following hours in the following arrangement:

\_\_\_\_\_

*II. Job Position.*

3. Employee will be employed in a job position (the "Position") with the following job title:

\_\_\_\_\_.

4. Employee will be responsible for communicating with Employer as necessary or appropriate to receive work assignments and feedback.
5. Employee will complete all assigned work according to work procedures mutually agreed upon by the Employee and Employer according to the guidelines and standards provided by Employer.
6. Employer reserves the right to change Employee's title, as well as Employee's duties, reporting relationships, and other details of employment with the exception of hours and compensation, as may be determined necessary by Employer.
7. Employee represents and warrants that they are not a party to or bound by any other employment agreement or contractual obligation that would prevent them from entering into this Agreement or fully performing the employment duties hereunder.

*III. Probationary Period.*

8. Employee shall work during a probationary period of the following length: \_\_\_\_\_.
9. During this probationary period, Employer may terminate the employment relationship at any time, for any reason, in Employer's sole and exclusive discretion, with or without notice.

*IV. Work Responsibilities.*

10. Employee's work responsibilities shall include the following:

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11. Employee will also be responsible for other jobs and duties within the scope of their employment as may be assigned and arise from time to time in the normal course. Employee agrees that any such change will not result in termination of this Agreement.

12. Employer agrees to maintain Employee's positions and duties as such as may be consistent with Employee's experience, education, training, and/or other qualifications.

13. Employee agrees to perform all duties required by the Position to the best of their skill, ability, and experience. Employee agrees to execute the position faithfully and in compliance with any of Employer's instructions, howsoever provided.

14. Employee will communicate and check-in with Supervisor on an as-needed basis in the following manner:

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15. The terms and conditions of the relationship between Employer and Employee shall be determined by any applicable policies and procedure manuals, employee manuals, or other written governing documents used by Employer, as well as by this Agreement.

16. In case of any future conflict or dispute between this Agreement and written policies and/or procedures used by Employer, this Agreement shall govern.

17. Employee shall work remotely according to the following schedule:

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18. Employee will work in the office according to the following schedule:

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#### *V. Company-Provided Equipment*

19. Employee shall use the following equipment provided by the Company:

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20. To effectively perform their assigned tasks, Employee may use Employer's equipment remotely with the approval of Employer. This equipment must be protected against damage and unauthorized use.

21. Company-provided equipment will be serviced and maintained by Employer. Employee shall be responsible for the daily maintenance and proper care of the equipment provided by Employer.

22. Employee agrees to return all such property to Employer with no damage or disrepair thereto at the termination of this Agreement.

23. Employee shall submit a written request to Employer if they are in need of any additional equipment.

*VI. Compensation.*

24. For performing in the Position as described by this Agreement, Employee will receive annual compensation in the form of \$2 (two US dollars) annually.

25. Any compensation received by Employee will be subject to normal local, state, and federal deductions as required by applicable law.

26. Compensation will paid to employee in the following manner:

\_\_\_\_\_

*VII. Overtime.*

27. Employee will be eligible to receive overtime pay for any overtime worked that has been ordered and approved by Employer. Employee is entitled to compensation in accordance with applicable law and rules of the Employer.

28. Employee acknowledges and understands that Employer will not accept the result of unapproved overtime work and will discourage such practices.

29. Employee acknowledges and understands that failing to obtain prior approval for overtime work may result in removal from the remote work program, Position with the Employer, or other appropriate action.

*VIII. Reimbursement.*

30. Employee shall be entitled to reimbursement for authorized expenses incurred while conducting business for Employer.

31. Employee's reimbursement amount per year shall be limited to \$2 (two US dollars) unless otherwise authorized by Employer.

32. Employer shall not be responsible for reimbursing unauthorized operating costs, home maintenance, or any other incidental costs whatsoever associated with the use of Employee's residence for their remote work.

*IX. Benefits.*

33. Employee shall receive the following benefits of employment from Employer:

\_\_\_\_\_

*X. Vacations, Holidays, and Leave.*

34. Employee is entitled to the following amount of vacation time per year: \_\_\_\_\_.

35. If Employee does not use all allotted vacation time in one year, Employee will be able to roll over remaining vacation days to the next year.

36. Roll over of vacation time will be limited to the following amount: \_\_\_\_\_.

37. Employee will receive federally and/or company recognized holidays off from work, to be compensated according to Employer's policy.

38. Employee shall receive permission from Employer prior to taking leave in accordance with established Employer procedures.

*XI. Work Site Inspection.*

39. Employer may authorize an agent, supervisor, or other officer to periodically inspect the remote work location to ensure proper maintenance of Employer's equipment and to ensure compliance with safety norms and Employer policies.

40. The following amount of prior notice must be provided to the Employee in advance of an inspection: \_\_\_\_\_.

41. Any inspections must be done during normal working hours at Employee's convenience.

*XII. Performance Reviews.*

42. Employee shall be subject to performance reviews in the following intervals:

\_\_\_\_\_.

43. Evaluation of Employee performance shall be based on norms derived from past performance and occupational standards consistent with these guidelines. For assignments without precedent or pre-established standards, regular and required progress reporting by Employee will be used to rate job performance and establish standards.

*XIII. Termination.*

44. The relationship between Employer and Employee shall be considered at-will.

45. The starting date for the employment is \_\_\_\_\_ ("Starting Date"). Employee will be expected to begin work on the Starting Date.

46. This Agreement shall continue in full effect until terminated by either of the parties as outlined below.

(a) Employer may terminate this Agreement at any time, with or without notice, for any reason or no reason at all. Employer does not need cause to terminate Employee's employment.

(b) Employee may terminate this Agreement at any time, by giving the Employer not less than 2 weeks' written notice. Oral notice shall not suffice.

*XIV. Non-Compete Agreement.*

47. Upon termination of this Agreement, Employee acknowledges and agrees that they shall not engage in the same or similar activities as were performed for Employer, directly or indirectly, as proprietor, partner, officer, employee, or otherwise, at any business in the same city as Employer's business for six months after the termination of this Agreement.

48. Employee is also prohibited from hiring or attempting to hire any of Employer's other employees or staff.

49. Employee shall also be prohibited from soliciting any business from current clients of

Employer for a period of six months.

*XV. Employer Records.*

50. Employee shall apply all due care and safeguards to protect Employer records from unauthorized disclosure or damage.

51. Work done at the remote work location is considered property of the Employer.

52. All records, paper, computer files, and relevant correspondence must be safeguarded for their return to the Employer's primary business location.

*XVI.*

*XVII. Liability.*

53. Employer will not be liable for damages to Employee's property that may result from participation in this Remote Work Agreement.

54. To the extent it is lawful, no Party shall be liable to any other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

55. Employee shall provide all appropriate and necessary liability, theft, and damage insurance at the Employee's own expense.

56. Employee agrees to hold Employer harmless for any liability to third parties arising out of the Remote Work Agreement.

*XVIII. Worker's Compensation.*

57. Employee is covered under the relevant state law if injured while performing official duties while doing remote work.

*XIX. Notices.*

58. All notices that either Party is required or may desire to serve upon the other Party shall be in writing and addressed to the Party to be served at the respective addresses set forth herein and shall be sent via U.S. Express Mail or private express courier service or to a pre-approved electronic mail address with confirmed receipt and will be effective upon receipt at the addresses listed herein (unless the Parties are notified in writing of a change of address, in which case notice will be sent to the new address).

*XX. Entire Agreement.*

59. This Agreement contains the entire Agreement of the Parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

*XXI. Waiver of Contractual Rights.*

60. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

*XXII. Headings.*

61. The section and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, govern, limit, modify, or construe the scope or extent of the provisions of this Agreement to which they may be related. Such headings are not part of this Agreement and shall not be given any legal effect.

*XXIII. Amendments.*

62. This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.

*XXIV. Severability.*

63. If any provision of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be



deemed to be written, construed, and enforced as so limited.

*XXV. Governing Law.*

64. This Agreement shall be governed by the laws of the State of Alabama. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

**EXECUTION:**

*IN WITNESS WHEREOF*, the Parties execute the Agreement as follows:

\_\_\_\_\_  
\_\_\_\_\_, Representative of \_\_\_\_\_, Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_, Employee

\_\_\_\_\_  
Date