

Remote Work Equipment, Stipend & Liability Agreement

Fillable Template — ClearLegalTips.com (2026)

This Agreement is made on [DATE] between [COMPANY NAME] ("Company") and [EMPLOYEE NAME] ("Employee"), and supplements Employee's offer letter and Company policies. It is not an employment contract and does not change Employee's at-will status.

Replace the bracketed items before signing. Written for employees. For an independent contractor, strip Sections 2 and 6 and let the contractor's own agreement govern equipment — do not equip a 1099 worker like an employee.

Date of agreement: _____

Company name: _____

Employee name: _____

1. Equipment Provided

Company provides the items listed in Schedule A (make, model, serial number, condition, and value at issue). Schedule A is updated when items are added, replaced, or returned, and both parties initial changes.

2. Ownership

All Schedule A equipment remains Company property at all times, wherever located. Employee acquires no ownership interest through use, upgrade, or the passage of time.

3. Stipend / Reimbursement

Company will pay [choose: a monthly remote-work stipend of \$[AMOUNT] / reimbursement of approved expenses up to \$[AMOUNT] per [month/quarter]] toward [internet service, mobile service, office supplies]. Payments follow Company's accountable-plan procedures: Employee submits receipts or bills within [60] days, and returns any advance exceeding substantiated expenses within [120] days. Amounts not substantiated under these procedures are treated as taxable wages. Purchases over \$[LIMIT] require written pre-approval.

Model chosen (stipend or reimbursement)

Monthly stipend / reimbursement cap amount

(\$): _____

Reimbursement period (month / quarter): _____

Expense categories covered: _____

Substantiation window (default 60 days): _____

Excess-return window (default 120 days): _____

Pre-approval threshold (\$): _____

4. State-Law Savings Clause

Nothing in this Agreement waives or reduces any reimbursement required by applicable law (including, where applicable, California Labor Code §2802 or 820 ILCS 115/9.5). Where the law requires more than this Agreement provides, the law controls.

5. Care, Damage, and Loss

Employee will take reasonable care of Company equipment, use it primarily for Company business, and report damage, loss, or theft within [48] hours. Company bears the cost of normal wear, defects, and accidental damage. Employee is responsible for damage or loss caused by gross negligence or intentional misuse, only as and to the extent permitted by applicable law and, where required, with Employee's separate written authorization; Company will not withhold wages where the law prohibits it.

Reporting window for damage/loss/theft (default 48 hours): _____

6. Return of Equipment

Within [5] business days after employment ends or upon request, Employee will return all Schedule A items using the prepaid shipping label or drop-off Company provides. Company may pursue recovery of unreturned items as permitted by law.

Return window (default 5 business days): _____

7. Workspace and Injury Reporting

Employee will maintain a reasonably safe home workspace and report any work-related injury to Company promptly. This Agreement does not waive, and cannot waive, Employee's rights under workers' compensation law.

8. Security Basics

Employee will keep Company devices updated and password-protected with encryption enabled, use [password manager / VPN] as directed on public networks, store Company data only in Company-approved locations, and not share devices for others' use. Employee consents to Company remotely locking or wiping Company data and Company devices that are lost, stolen, or unreturned.

Required security tools (password manager / VPN): _____

9. Privacy

Company's access, monitoring, and wipe rights under this Agreement apply to Company devices and Company data, not to Employee's personal devices or accounts except as separately agreed in a BYOD addendum.

10. General

This Agreement works together with Company's handbook and policies; if they conflict, the more specific term controls. Amendments require a signed writing. It is governed by the laws of [STATE], without displacing the protections of the state where Employee works.

Governing-law state: _____

Signatures

Company signature: _____

Company — date: _____

Employee signature: _____

Employee — date: _____

Schedule A — Equipment Log

List each item issued to the Employee. Update and re-initial when items are added, replaced, or returned.

Item	Make/Model	Serial	Condition	Value	Date issued	Date returned

INSTRUCTIONS FOR USE

How to use: (1) Fill every [BRACKET] and Schedule A row before the laptop ships — log serial numbers so "return everything" is enforceable. (2) Route the stipend through an IRS accountable plan (business connection, receipts within 60 days, excess returned within 120 days) so it stays tax-free; a no-receipts flat allowance is taxable W-2 wages. (3) Keep the Section 4 state-law savings clause even if you think it doesn't apply — one California or Illinois hire makes reimbursement mandatory by statute. (4) On separation, send the prepaid return label the same day; never deduct unreturned-gear value from a final paycheck (prohibited in several states and against federal minimum-wage rules) — invoice or use small claims instead. (5) Limit remote-wipe consent (Sections 8–9) to Company devices and data; wiping an employee's personal phone without a separate BYOD addendum creates a privacy dispute.

© 2026 ClearLegalTips.com — Informational only, not legal advice.