

# City of San Rafael

## Computer Loan Program Employee Participation and Loan Agreement

Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

The above named employee ("Participant") of the City of San Rafael ("City") wishes to participate in the Employee Computer Loan Program ("Program") and has been provided a copy of the City of San Rafael's Employee Computer Loan Program Policy. The Participant hereby elects to purchase a personal computer and certain related equipment and software ("Equipment") according to the financing arrangement offered under this agreement, and further, agrees to and accepts the following terms and conditions.

1. The cost of the Equipment to be purchased is \$\_\_\_\_\_ and is identified on the attached Specification Sheet (Computer Vendor Invoice). **The total cost will not exceed \$1500.**
2. The City agrees to make an interest-free loan to the Participant in the amount of \$\_\_\_\_\_, for a period not to exceed 12 months to purchase specified equipment.
3. Participant authorizes the City to deduct \$\_\_\_\_\_ from each paycheck of the Participant beginning \_\_\_\_\_ until the amount identified in Paragraph 2 above has been paid.
4. Participant agrees not to sell, trade or otherwise dispose of the Equipment until the loan has been paid in full. Participant also agrees the usage of the Equipment will be limited to the Participant's own use and that of his/her immediate family. Any reassignment or transfer of the Equipment covered by this Agreement will result in cancellation of this Agreement and the balance due shall immediately become due and payable. The Participant has read and understands the City of San Rafael Employee Computer Loan Program Policy, including the software duplication liability section, and agrees to abide by the Policy, thus assuming **all** liability and absolving the City from any consequential liability. Violation of these provisions will require Participant to immediately pay to the City the remaining amount due on the loan.
5. Upon Participant's termination from City employment for any reason, the remaining amount to be paid to the City under this Agreement shall immediately become due and payable. The Employee hereby authorizes the City to withhold from his/her final pay, including any sick leave, vacation and all other administrative leave payoff, any amount remaining under this Agreement.
6. All warranties and service or maintenance contracts shall be between the vendor and the Participant. The Participant shall deal directly with the vendor and in no event shall the Participant look to the City for any claims relating to warranty, service or maintenance.
7. Participant understands that the Fair Labor Standards Act (FLSA) provides that non-exempt employees must be compensated for time worked. Therefore, any non-exempt Participant agrees that he/she will not perform work at home without receiving prior approval from his/her supervisor.
8. This Agreement may be changed only by a written document signed by the City and the Participant, and supersedes any and all written or oral agreements, proposals and communications concerning the program.
9. In the event either party hereto brings any suit against the other party to enforce any rights under this Agreement, then the prevailing party in any such suit shall recover from the other party, its reasonable attorney's fees and costs incurred in connection therewith.

Accepted by \_\_\_\_\_ Approved by \_\_\_\_\_  
Participant (Signature) City of San Rafael

cc: Payroll  
Employee

**HR USE ONLY:**

Date of last Loan payment (if applicable): \_\_\_\_\_

Loan requests must be made 36 months after last payment on previous loan.  
Reimbursement requests are due within 120 days from date of purchase.