

# EMPLOYEE COMPUTER LOAN AGREEMENT

## LOAN REQUIREMENTS AND GUIDELINES

- Maximum loan = \$1,200 (CPU, monitor, mouse, keyboard, software and peripherals, including tax)
- Proof of purchase required prior to loan being funded
- Any existing computer loan must be paid off prior to applying for another loan
- One year interest-free loan = 12 monthly or 26 biweekly payments

Champlain College has agreed to make limited funds available for interest-free loans to full-time and regular part time college employees for the purchase of a personal computer, computer components, and/or software for home use by the employee. These items may not be purchased by an employee for resale. Any computer purchased with these funds shall remain the property of the employee, subject to the promissory note of the College for this loan for the purchase price.

The College's purpose is to provide a no-interest payroll deduction benefit. All loan payments must be made within one year, or prior to the employee leaving the employment of Champlain College, whichever comes first. The entire balance of the loan becomes due as of the last day of paid employment if the employee terminates employment, voluntarily or involuntarily. The balance due will be deducted from the employee's final pay unless other arrangements are made. The employee will have up to 30 days to pay the entire balance prior to collection action.

The College may retain any funds owing to the employee as a valid set off towards this loan, which may include any pay owing for work completed and/or any vacation time accrued. The employee agrees to pay any and all legal and collection costs incurred by the College in collecting pursuant to this agreement or the promissory note.

Employee Name \_\_\_\_\_

College ID# \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

College Representative

Signature \_\_\_\_\_

Date \_\_\_\_\_

***(Please return these forms to the Benefits Director in the People Center***

## PROMISSORY NOTE

PRINCIPAL AMOUNT \_\_\_\_\_ DATE \_\_\_\_\_

FOR VALUE RECEIVED, \_\_\_\_\_  
("Employee/Borrower") promises to pay to Champlain College ("Employer/Lender") the principal sum of \_\_\_\_\_. It is the intent of the College to advance the principal sum to the Borrower at 0% interest rate to be repaid in accordance with the Employee Computer Loan Agreement signed this same date. The loan is to be repaid in payroll deductions in \_\_\_ equal payments over one year in the amount of \$\_\_\_\_\_ each payroll period.

The entire balance of the loan becomes due as of the last day of paid employment if the employee terminates employment, voluntarily or involuntarily. The balance due will be deducted from the Employee/Borrower's final pay unless other arrangements are made. The Employee/Borrower will have up to 30 days to pay any remaining balance prior to collection action.

In the event of termination of employment, default, or failure to abide by this payroll deduction repayment agreement, the College may retain any funds owing to the Employee/Borrower as a valid set off towards this loan, which may include any pay owing for work completed and/or any vacation time accrued.

Prepayments may be made at any time with no penalty. All payments prior to any default shall be applied to the principal.

The Employee/Borrower agrees to pay for any and all costs of collection related to the Employee Computer Loan Agreement or this Promissory Note, including any sums due and payable on the original loan, attorney's costs and fees, investigator costs, or any other related costs to the extent permitted by law.

In addition, if the Employee/Borrower defaults under the terms of the Loan Agreement by failing to make payments by payroll deduction, interest shall begin to apply and accrue from the date of default at the rate of 10% per annum. This amount shall be added to the principal sum and any costs owing connected to any collection action.

This PROMISSORY NOTE shall be governed and enforced in accordance with the laws of the State of Vermont.

\_\_\_\_\_  
Employee/Borrower