**[Company Name]**

**Business Agreement Template**

This checklist should be completed during a site visit to the employee's proposed home office. The adequacy of the work space must be determined between you and the employee. The success of the telecommuting arrangement depends on the assessment of the work space and the ability of the employee to successfully complete the required work in this environment. If the work space is not adequate, the telecommuting agreement will not work.

1. Does the space seem adequately ventilated? Yes \_\_\_\_ No \_\_\_\_

2. Is the space reasonably quiet? Yes \_\_\_\_ No \_\_\_\_

3. Are all stairs with 4 or more steps equipped with

handrails? Yes \_\_\_\_ No \_\_\_\_

4. Are all circuit breakers and/or fuses in the electrical panel

labeled as to intended service? Yes \_\_\_\_ No \_\_\_\_

5. Do circuit breakers clearly indicate if they are in open or

closed position? Yes \_\_\_\_ No \_\_\_\_

6. Is all electrical equipment free of recognized hazards that

would cause physical harm (frayed wires, bare conductors,

loose wires, flexible wires running through walls, exposed

wires fixed to the ceiling)? Yes \_\_\_\_ No \_\_\_\_

7. Are electrical outlets 3 pronged (grounded)? Yes \_\_\_\_ No \_\_\_\_

8. Are aisles, doorways, and corners free of obstructions to

permit visibility and movement? Yes \_\_\_\_ No \_\_\_\_

9. Are file cabinets and storage closets arranged so drawers

and doors do not open into walkways? Yes \_\_\_\_ No \_\_\_\_

10. Do chairs appear sturdy? Yes \_\_\_\_ No \_\_\_\_

11. Is the space crowded with furniture? Yes \_\_\_\_ No \_\_\_\_

12. Are the phone lines, electrical cords, and extension wires

secured under a desk or alongside a baseboard? Yes \_\_\_\_ No \_\_\_\_

13. Is the office space neat and clean? Yes \_\_\_\_ No \_\_\_\_

14. Are floor surfaces clean, dry, level, and free of worn or

frayed seams? Yes \_\_\_\_ No \_\_\_\_

15. Are carpets well secured to the floor and free of frayed

or worn seams? Yes \_\_\_\_ No \_\_\_\_

16. Is there a fire extinguisher in the home, easily accessible

from the office space (required)? Yes \_\_\_\_ No \_\_\_\_

17. Is there a working (test) smoke detector within hearing

distance of the work space (required)? Yes \_\_\_\_ No \_\_\_\_

18. The employee agrees to arrange for an energy audit of the

home by the local utility company and fire safety

inspection by the local fire department within 30 days of

the signing of this agreement, provided they can be

accomplished free of charge. Yes \_\_\_\_ No \_\_\_\_

19. We agree that in our opinion this is an acceptable

home office space that allows the employee a

reasonable opportunity to meet the job requirements

as a telecommuter. Yes \_\_\_\_ No \_\_\_\_

Comments (optional):

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Site Inspected by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Company Name]**

**Telecommuting Agreement**

The following constitutes an agreement between [Your Business] and [Employee].

[Employee] agrees to participate in the telecommuting program and to adhere to the applicable guidelines and policies. [Your Business] concurs with the employee's participation and agrees to adhere to the applicable guidelines and policies.

**Terms and Conditions:** The telecommuting agreement is subject to the following terms and conditions:

**Duration:** This agreement will be valid for a period of [specify term] beginning on [start date] and ending on [end date]. At the end of that time, both parties will participate in a review which can result in the reactivation of the agreement.

**Work Hours:** Employee's work hours and work location are specified in the Attachment at the end of this agreement.

**Pay and Attendance:** All pay, leave and travel entitlement will be based on the employee's primary business location. Employee's time and attendance will be recorded as performing official duties at the primary business location.

**Leave:** Employees must obtain approval before taking leave in accordance with established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

**Overtime:** The employee will continue to work in pay status while working at the home office. An employee who works overtime that has been ordered and approved in advance will be compensated in accordance with applicable law and rules. The employee understands that [Your Business] will not accept the results of unapproved overtime work and will act vigorously to discourage it.

By signing this agreement, the employee agrees that failing to obtain proper approval for overtime work may result in removal from the telecommuting program or other appropriate action.

**Business Owned Equipment:** In order to effectively perform their assigned tasks, employees may use [Your Business] equipment at the telecommuting location with the approval of [Your Business]. The equipment must be protected against damage and unauthorized use. [Your Business] owned equipment will be serviced and maintained by [Your Business]. Any equipment provided by the employee will be at no cost to [Your Business], and will be maintained by the employee.

**Inspection:** The telecommuting location will be inspected periodically to ensure that proper maintenance of [Your Business] equipment is performed, and that safety standards are met. Notice must be given to the employee at least 24 hours in advance of the inspection, which must occur during normal working hours.

**Liability:** [Your Business] will not be liable for damages to the employees' property that result from participation in the telecommuting program.

**Reimbursement:** [Your Business] will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's residence. The employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for [Your Business].

**Workers' Compensation:** The employee is covered under the Workers' Compensation Law if injured in the course of performing official duties at the telecommuting location.

**Work Assignments:** The employee will meet with [designate contact person] to receive assignments and to review completed work as necessary or appropriate. The employee will complete all assigned work according to work procedures mutually agreed upon by the employee and [the contact person] according to guidelines and standards stated in the employee's performance plan.

**Employee Evaluation:** The evaluation of the employee's job performance will be based on norms or other criteria derived from past performance and occupational standards consistent with these guidelines. For those assignments without precedent or without standards, regular and required progress reporting by the employee will be used to rate job performance and establish standards. The employee's most recent performance appraisal must indicate fully achieved standards.

**Records:** The employee will apply approved safeguards to protect [Your Business] records from unauthorized disclosure or damage. Work done at the telecommuting location is considered [Your Business] business. All records, papers, computer files, and correspondence must be safeguarded for their return to the primary business location.

**Curtailment of the Agreement:** [Specify whether the employee may continue working for your business if the employee no longer wishes to telecommute. Also specify the circumstances under which the telecommuting agreement will be terminated by your business (e.g., if continued participation fails to satisfy business needs) and the consequences of that termination on the worker's continued employment.]

**Performance Location:** The employee agrees to limit performance of assigned duties to the primary business location or to the approved home location. Failure to comply with this provision may result in termination of the telecommuting agreement and/or other appropriate disciplinary action.

Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Contact person]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Company Name]**

**Attachment**

The following hours and locations are agreed to in support of the Telecommuting Agreement.

Primary Business Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telecommuting Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

General Work Hours:

**Day Hours Location (home, office, other)**

Monday: \_\_\_\_\_\_ - \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tuesday: \_\_\_\_\_\_ - \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wednesday: \_\_\_\_\_\_ - \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thursday: \_\_\_\_\_\_ - \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Friday: \_\_\_\_\_\_ - \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Saturday: \_\_\_\_\_\_ - \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sunday: \_\_\_\_\_\_ - \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Comments (Schedule flexibility, etc.):

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Signatures:

[Your Name]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_

Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_

Employee Information:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State and Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_