

EMPLOYEE EQUIPMENT AGREEMENT

1. 1. Parties and Purpose

This Employee Equipment Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [COMPANY NAME], a [ENTITY TYPE] located at [COMPANY ADDRESS] (the "Company"), and [EMPLOYEE NAME] (the "Employee"), who holds the position of [JOB TITLE] in the [DEPARTMENT] department. The purpose of this Agreement is to record the Company property issued to the Employee, to set the terms on which it may be used, and to describe the responsibilities of the Employee for its care, security, and return. This Agreement supplements the employee handbook and any acceptable use, information security, remote work, or confidentiality agreement, all of which continue to apply.

2. 2. Equipment Issued

The Company issues the Employee the items listed in the equipment schedule attached as Exhibit A, which records for each item the description, make and model, serial or asset tag number, accessories included, condition at issuance, replacement value, and issue date. As of the Effective Date, the items issued are: [EQUIPMENT LIST, e.g., laptop MAKE MODEL, serial SERIAL NUMBER, replacement value AMOUNT; mobile phone MAKE MODEL, serial SERIAL NUMBER; monitor, keyboard, mouse, headset, docking station, security key, access badge]. Additional items issued later will be added to Exhibit A and acknowledged by the Employee in writing or through the asset management system of the Company. The Employee will inspect each item at issuance and report any pre-existing damage or missing accessory to [IT CONTACT] within [INSPECTION WINDOW, e.g., three business days], after which the item is treated as received in the recorded condition.

3. 3. Ownership and Company Property

All equipment issued under this Agreement, including accessories, peripherals, installed software, licenses, configurations, and all data stored on the equipment, remains the exclusive property of the Company at all times. The Employee acquires no ownership interest, lien, or right of possession beyond the limited right to use the equipment for Company business during employment. The Employee will not sell, lend, rent, pledge, modify the hardware of, or transfer the equipment to any other person, including a family member or a coworker, without written authorization from [AUTHORIZATION CONTACT]. The Employee will not remove or deface asset tags, serial labels, or security markings, and will not attempt to circumvent device management, encryption, or monitoring software installed by the Company. The Company may recall, replace, inspect, or repossess any item at any time on reasonable notice.

4. 4. Permitted Use

The equipment is issued for Company business use. Incidental personal use is [PERMITTED WITHIN REASONABLE LIMITS / NOT PERMITTED], and where permitted must not interfere with work, consume significant resources, or violate any Company policy or applicable law. The Employee will not use the equipment to access, store, or transmit unlawful material, to operate a personal business, to install unlicensed software or media, or to engage in any activity prohibited by the acceptable use policy of the Company. The equipment will not be used by anyone other than the Employee, including household members. The Employee will not connect unapproved external storage devices or accessories that could compromise security. Where equipment is issued for a specific job function, such as [SPECIALIZED USE, e.g., field measurement tools or vehicle-mounted devices], the Employee will use it only for that function and only after completing any required training.

5. 5. Privacy Expectations and Monitoring

The Employee acknowledges that the equipment, and all data, files, messages, and browsing activity on it, belong to the Company and that the Employee has no expectation of privacy in anything created, stored, sent, or received on Company equipment or systems, except as limited by applicable law. The Company may access, monitor, review, copy, and disclose that information for legitimate business purposes, including security investigations, legal holds, compliance reviews, and support, in accordance with applicable law and any notice requirement that applies in the jurisdiction of the Employee. Employees should not store personal documents, photographs, passwords, or financial records on Company equipment, because the Company may access them and may wipe the device without preserving personal content. Monitoring is limited to Company equipment and systems and does not extend to personal devices or personal accounts except where the Employee has connected them to Company systems, in which case only the Company data on them is subject to management.

6. 6. Care, Maintenance, and Updates

The Employee will use reasonable care to protect the equipment from damage, theft, extreme temperatures, liquids, and unsafe environments, and will transport it in a protective case where one is provided. The Employee will keep the operating system, security software, and Company-managed applications current by applying updates promptly and will not defer required updates beyond [UPDATE DEFERRAL LIMIT, e.g., seven days]. All maintenance and repair must be arranged through [IT CONTACT]; the Employee will not open, disassemble, or take equipment to a third-party repair provider, which can void warranties and compromise encryption. The Employee will store equipment securely when not in use, including keeping it out of sight in a vehicle and never leaving it unattended in a public place. Consumable items such as batteries and cables will be replaced by the Company through the normal support process when they fail through ordinary use.

7. 7. Security, Credentials, and Data Protection

The Employee will protect the equipment and the data on it by using a strong unique password or passcode, enabling multi-factor authentication where required, keeping full-disk encryption enabled, locking the device when unattended, and using the Company virtual private network on untrusted networks. The Employee will not share credentials with anyone, including coworkers and family members, and will not store Company data in personal cloud accounts, personal email, or unapproved third-party services. The Employee consents to the Company remotely locking, locating, or wiping Company data from any issued device, and from any personal device enrolled in Company device management, if the device is lost or stolen, if employment ends, or if a security incident requires it, and acknowledges that a remote wipe may delete personal content stored on the device. The Employee will report any lost or stolen device, suspected compromise, phishing incident, or unauthorized access to [SECURITY CONTACT] immediately and in any event within [SECURITY REPORT WINDOW, e.g., 24 hours].

8. 8. Software, Licensing, and Prohibited Installations

The Employee will install only software approved by the Company and obtained through approved channels, and will comply with all license terms applicable to software installed on the equipment. The Employee will not install pirated, cracked, or unlicensed software, will not disable antivirus or endpoint protection, and will not use the equipment to download or distribute copyrighted material without authorization. Software licenses provided with the equipment are licensed to the Company and must be removed or transferred when the equipment is returned. Any software or tool the Employee wishes to use for work must be submitted to [SOFTWARE APPROVAL CONTACT] for review, including free or trial tools, because unreviewed tools may create security or data protection risks. The Employee will not use personal software licenses for Company work in a way that would leave the Company without rights to the resulting work product.

9. 9. Loss, Theft, and Damage Reporting

The Employee will report any loss, theft, or damage to issued equipment to [IT CONTACT] and their manager as soon as reasonably possible and in any event within [DAMAGE REPORT WINDOW, e.g., 24 hours] of discovery. For theft, the Employee will also file a report with the appropriate law enforcement agency and provide the Company with the report number. The Employee will cooperate fully with any investigation and will complete the incident form provided by the Company describing the circumstances. Prompt reporting is essential because a delayed report can prevent a remote wipe, invalidate insurance coverage, and turn a recoverable device loss into a reportable data incident. The Company will arrange a replacement as needed so the Employee can continue working, and the availability of a replacement is not an admission about responsibility for the loss.

10. 10. Responsibility for Loss or Damage

The Employee is not responsible for the cost of ordinary wear and tear, mechanical failure, manufacturing defects, or damage occurring despite reasonable care during normal business use. The Employee may be held responsible for the repair or replacement cost of equipment that is lost or damaged as a result of [RESPONSIBILITY STANDARD, e.g., gross negligence, willful misconduct, unauthorized use, or use in violation of this Agreement], up to the replacement value recorded in Exhibit A, subject to the limits in this Section. Any recovery of such amounts will be handled as a separate obligation and will not be deducted from wages unless the deduction is expressly permitted by the law of the state where the Employee works and any required written authorization has been obtained at the time of the deduction. The Company will not make any deduction that would reduce pay below the applicable minimum wage or that would violate the salary basis requirement for an exempt employee. Determinations under this Section will be made in good faith after reviewing the incident report, and the Employee may present additional information before any amount is assessed.

11. 11. Personal Devices, Stipends, and Reimbursement

[BYOD OPTION: If the Employee is approved to use a personal device for Company work, the Employee will enroll the device in Company mobile device management, will maintain a passcode and current operating system, will keep Company data only in approved applications, and consents to the Company removing Company data from the device, including through a selective wipe, when employment ends or a security incident requires it.] Where the Company provides a stipend or allowance instead of issuing equipment, the amount is [STIPEND AMOUNT AND FREQUENCY], and equipment purchased by the Employee with a stipend is [OWNERSHIP OF STIPEND-PURCHASED EQUIPMENT, e.g., owned by the Employee / owned by the Company and returnable]. The Company will reimburse necessary business expenses relating to equipment where required by applicable state law, and this Section is deemed modified to comply with any such requirement. Personal data on a personal device remains the property of the Employee, and the Company will not access personal content outside approved Company applications.

12. 12. Return of Equipment

The Employee will return all issued equipment, in good condition apart from ordinary wear, together with all accessories, cases, chargers, cables, and access credentials, on the earlier of the last day of employment, the date the equipment is recalled by the Company, or [RETURN DEADLINE, e.g., within 5 business days] of a written request. Return will be made in person to [RETURN CONTACT AND LOCATION] or by shipping using the prepaid label and packaging the Company provides, with tracking information sent to [RETURN CONFIRMATION EMAIL]. The Employee will not wipe, factory reset, or attempt to remove Company data before returning a device unless instructed to do so, and will not remove Company data in a way that destroys Company records. Before returning the device the Employee should retrieve any permitted personal content, since

the Company will reimage returned devices. The Company will confirm receipt in writing and update Exhibit A to record the return of each item.

13. 13. Failure to Return Equipment

If the Employee does not return equipment by the applicable deadline, the Company will send a written reminder identifying the outstanding items, their replacement value, and a final return date. Equipment not returned after that notice may be reported as unrecovered Company property, remotely disabled or wiped, and pursued through any lawful means, including a claim for the replacement value or, in appropriate cases, a report to law enforcement. The Company will not withhold or delay final wages, and will not deduct the value of unreturned equipment from wages, except to the extent expressly permitted by applicable state law with any required written authorization. Nothing in this Section limits the obligations of the Employee under any confidentiality or invention assignment agreement with respect to data on unreturned equipment. The Company will provide a reasonable opportunity to return items before pursuing any claim.

14. 14. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, except that the mandatory wage and privacy laws of the state where the Employee works will apply where those laws require it, and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE] unless applicable law requires otherwise. This Agreement does not alter the at-will nature of employment or create a contract of employment for any period. Amendments must be in writing and signed by both Parties, except that Exhibit A may be updated as equipment is issued or returned with acknowledgment by the Employee. If any provision is found unenforceable, the remainder stays in effect and the provision will be narrowed only as far as necessary. The obligations relating to Company data and return of property survive the end of employment.

15. 15. Acknowledgment and Signatures

By signing below, the Employee acknowledges receiving the equipment listed in Exhibit A in the condition recorded there, confirms that they have read and understand this Agreement including the security and return obligations, and agrees to comply with it. COMPANY: [COMPANY NAME]. Signature:

_____. Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Date: [DATE].

EMPLOYEE: Signature: _____. Printed Name: [EMPLOYEE NAME]. Date: [DATE].

Equipment received on: [ISSUE DATE]. Equipment returned on: [RETURN DATE, completed at return].

Received by: [RETURN RECEIVER NAME]. Electronic signatures and counterpart copies have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Wage deduction rules for equipment loss or non-return differ sharply by state, and many states prohibit or tightly limit such deductions even with employee consent; withholding final wages over unreturned property is unlawful in most jurisdictions. Monitoring and remote wipe practices are also regulated by state privacy and electronic communications laws, and some states require advance written notice of monitoring. Review and adapt this document for the state where the employee works, and consult a licensed employment attorney before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.