

Use of this document is subject to the terms and conditions of The AED Foundation's "Downloaded Website Information and Document Disclaimer" shown at the end of this template agreement.

**DEALER EMPLOYMENT AND LOAN/SCHOLARSHIP
REPAYMENT AGREEMENT**

Provided by The AED Foundation

THIS EMPLOYMENT AND LOAN/SCHOLARSHIP REPAYMENT AGREEMENT

("Agreement") is made (Date) _____, (Year) _____, by and between:

(COMPANY NAME herein "Company") _____

located at (Address) _____

(City) _____ (State) _____, (Zip) _____

appearing by and through its duly authorized representative,

AND

(NAME – FIRST, MIDDLE INITIAL, LAST – herein "Student" and "Employee")

_____ (Social Security No.) _____

residing at the following address (Address) _____

(City) _____ (State) _____, (Zip) _____.

RECITALS

WHEREAS, the Company is a distributor of equipment manufactured and/or sold by:
(Equipment Manufacturer) _____.

WHEREAS, the Student has been accepted into the:
(Program Name herein "Program") _____ program at
(School Name) _____ in
(City) _____ (State) _____,
a (Number of Years) _____ year, (Number of Semesters/Quarters – underline which)
_____ semester/quarter program through which the Student expects to receive a
(AS,AAS,BS,BAS,Other Degree/Certificate/Diploma) _____ in
(Subject Area) _____
with an estimated graduation date of (Date: Month/Year) _____.

WHEREAS, the purpose of the Program is to enable the Student to receive technical education in construction/heavy equipment technology and/or related areas; develop a high level of competency in diagnosing, servicing, maintaining construction/heavy equipment; and pursue a career as a construction/heavy equipment technician.

WHEREAS, in order to facilitate the Student's participation in the above stated Program, the Company desires to sponsor the Student, provide the Student with financial aid for expenses directly related to the Program, and employ the Student after graduation from the Program.

WHEREAS, the Student desires to receive such financial aid and become an employee of the Company following graduation from the Program.

WHEREAS, the Student and the Company agree to comply with the terms and conditions of this contract as set forth in this Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of these promises and the parties' material covenants, representations, and warranties made herein, the Company and the Student agree to the following terms and conditions with regard to any financial aid provided by the Company to the Student, and employment by the Company of the Student, as follows:

1. Loan and/or Scholarship Monies

a. Amount of Loans/Scholarships and Expenses

The Company agrees to provide Loan monies and/or Scholarship monies (**herein "Financial Aid"**) to the Student, only as specified below in this Agreement section; for expenses directly related to participation in the Program indicated in the Recitals and reasonably incurred for tuition, textbooks, fees, housing, meal plans, and travel expenses. Student obligations to the Company in consideration of Loan and/or Scholarship monies provided by the Company are specified in this Agreement. All Loan and Scholarship monies are specified in U.S. dollars.

The Company, at its sole discretion, will determine and communicate to the Student in a timely manner, what constitutes reasonably incurred expenses.

The company, at its sole discretion, will determine if Financial Aid is: a) paid directly to the Student; or b) paid directly to those parties invoicing the Student. If the payment method is ("b"), the Student is responsible for providing to the Company in a timely manner the necessary information needed to pay all applicable invoices within required due dates. Any financial penalties incurred due to the Student not supplying this information to the Company as specified are the responsibility of the Student.

All Student expenses must be approved by the Company, at its sole discretion, and by any deadline specified to the Student by the Company, prior to the commencement of each Program semester/quarter.

Check either 1.) Loans OR 2.) Scholarships. Do not enter information for both. Then, check all applicable items underneath the chosen type of financial aid and show dollar amounts as needed:

1.) ___ Loans per semester or quarter (as applicable):

___ Exact total amount of Loan monies provided \$ _____
 ___ Maximum total amount of Loan monies to be provided \$ _____

Loan monies may be used only to pay directly related Program expenses, up to the dollar maximum shown, as approved by the Company, for:

	(If Applicable) <u>Dollar Maximum</u>
___ Tuition, textbooks and fees	\$ _____
___ Housing and meal plans	\$ _____
___ Travel expenses to and from Program location	\$ _____
___ Other _____	\$ _____
___ Other _____	\$ _____

2.) ___ Scholarships per semester or quarter (as applicable):

___ Exact total amount of Scholarship monies provided \$ _____
 ___ Maximum total amount of Scholarship monies to be provided \$ _____

Scholarship monies may be used only to pay directly related Program expenses, up to the dollar maximum shown, as approved by the Company, for:

	(If Applicable) <u>Dollar Maximum</u>
___ Tuition, textbooks and fees	\$ _____
___ Housing and meal plans	\$ _____
___ Travel expenses to and from Program location	\$ _____
___ Other _____	\$ _____
___ Other _____	\$ _____

b. Student Withdrawal From Program - Loan and/or Scholarship Repayment

While the Student is participating in the Program, the Loan or Scholarship monies shall not be due and payable to the Company. However, if the Student's participation in the Program is discontinued for any reason prior to graduation and the conferring to the Student of the Degree/Certificate/Diploma stated in the Recitals, all Loan and/or Scholarship monies received by the Student under the provisions of this Agreement shall be immediately due and payable to the Company, together with interest at the maximum rate allowable under (State Name) _____ law, and all costs of collection.

As an exception to the above provisions of this Agreement section, should the Company discontinue payment of Loan or Scholarship monies specified by this Agreement prior to graduation and the conferring to the Student of the Degree/Certificate/Diploma stated in the Recitals, other than for reasonable cause, any Loan and/or Scholarship obligations to the Company incurred by the Student under the provisions of this Agreement shall be deemed extinguished.

c. Work Repayment Plan – Loans and/or Scholarship Monies

If the Student successfully completes and graduates from the Program stated in the Recitals, becomes employed and remains continuously employed by the Company for a time period of **(herein “Number of Months”)**_____ months from his/her hiring date by the Company, any Loan obligation incurred by the Student under this agreement shall be deemed extinguished. After the above specified number of months from his/her hiring date, any Student obligations under this Agreement related to Scholarship monies provided by the Company shall also be deemed extinguished.

However, if the Student successfully completes and graduates from the Program, but remains employed by the Company for a time period of less than the Number of Months specified above following his/her hiring date by the Company, for any reason, the Student is obligated to repay the Company all Loan and/or Scholarship monies actually received under the provisions of this Agreement as follows.

The Company will calculate the Student’s repayment obligation to the Company according to the following formula:

$$\left(\begin{array}{l} \text{Number of} \\ \text{Months} \\ \text{Remaining in} \\ \text{Contract} \end{array} \right) / \left(\begin{array}{l} \text{Total of} \\ \text{Number of} \\ \text{Months in} \\ \text{Contract} \end{array} \right) \times \begin{array}{l} \text{Total} \\ \text{Amount of} \\ \text{Loan} \end{array} = \begin{array}{l} \text{Student} \\ \text{Repayment} \\ \text{Obligation} \end{array}$$

The Student Repayment Obligation calculated based upon the foregoing formula, together with interest at the maximum rate allowable under (State Name)_____ law, and all costs of collection, shall be due and payable to the Company at the date of termination of employment with the Company.

As an exception to the above provisions of this Agreement section, should the Company terminate employment of the Student other than for reasonable cause, any Loan and/or Scholarship obligations to the Company incurred by the Student under the provisions of this Agreement shall be deemed extinguished.

2. Employment

The Company hereby agrees to employ the Student, **(herein “Employee” following hire)**, upon successful graduation from the Program, subject to the following”

Should the Company choose to not employ the Student upon successful graduation from the Program, with the exception of reasonable cause, any Loan and/or Scholarship obligations incurred by the Student under this Agreement shall be deemed extinguished.

a. Duties

The duties of the Employee, upon hire, are to be those of a typical entry-level technician employed by the Company; those duties to be established and modified at any time at the complete discretion of the Company.

b. Compensation, Benefits and Expense

1.) Compensation

The Company shall pay the Employee an hourly wage or annual salary commensurate with other entry-level technicians employed by the Company.

2.) Benefits

The Employee shall be entitled to all the rights, benefits, and privileges (including vacation, health insurance, pension, other fringe benefits) that the Company at its sole discretion provides to other employees in the Employee's job classification.

3.) Taxes

The Company shall withhold from any amounts payable as compensation all federal, state, municipal or other taxes as are required by any law, regulation, or ruling. The Employee shall be responsible for properly reporting monies received from the Company as income under applicable federal, state and municipal tax law.

4.) Other Employment Specification Options (Check if applicable):

Salary:

Subject to this Agreement, and upon graduation and hiring by the Company, Student is guaranteed by the Company a minimum starting compensation of:

a.) _____ Option 1 – Specific hourly pay rate of \$_____ per hour, not including overtime.

b.) _____ Option 2 – Specific annual salary of \$_____ per year, not including overtime.

c.) _____ Other _____

d.) _____ Overtime pay will be paid based on the Company's overtime policy for all employees in the same job classification as the Employee.

Location:

Subject to this Agreement, and upon graduation and hiring by the Company, Student agrees to and is guaranteed employment by the Company at the following Employment Location:

- a.) _____ Option 1 – Location/Branch
(Branch Name) _____
(Name) _____
(City) _____ (State) _____
- b.) _____ Option 2 – Location
(City) _____ (State) _____
- c.) _____ Option 3 – Employee agrees to employment at any Company location in the lower 48 states of the United States
- d.) _____ Other _____

Hours:

Subject to this Agreement, and upon graduation and hiring by the Company, Student agrees to and is guaranteed by the Company the following work schedule:

- a.) _____ Full-time (40 hours per week or more)
- b.) _____ Part-time at (hours) _____ hours per week
- c.) _____ Up to (hours) _____ hours per week overtime, as determined by Company on an as-needed basis
- d.) _____ Overtime as determined by the Company on an as-needed basis
- e.) _____ Other _____

3. Termination

a. Termination

Notwithstanding any other provision of this Agreement, the Employee's employment shall terminate subject to the following provisions:

- 1.) Either party may terminate the Employee's employment for any or no reason, with or without cause, upon two weeks written notice to the other party. Upon such termination, all provisions of this Agreement remain in effect.
- 2.) The Employee's employment shall terminate without notice upon the Employee's date of death. Upon such termination, all provisions of this Agreement remain in

effect as against the Employee's estate, heirs, legal representatives and successors.

- 3.) Should the Employee's employment terminate due to permanent disability, and the cause of disability is directly related to the Employee's employment with the Company, any Loan and/or Scholarship obligations incurred by the Student under this Agreement shall be deemed extinguished.

b. Effective Termination of Compensation and Benefits

The Employee's compensation and benefits hereunder shall terminate effective immediately on the date of termination of the Employee's employment, and from that date, the Employee shall be entitled only to such severance benefits as the Company may at its sole discretion provide to its other employees in the Employee's job classification.

4. Indemnification

- a. The Student/Employee shall indemnify and hold the Company harmless from and against any and all liability and expense of any kind, including legal costs and reasonable attorney's fees, arising from the Student/Employee's misconduct, negligence, or fault.
- b. The Student/Employee shall indemnify and hold the Company harmless from and against any and all liability and expense of any kind, including legal costs and reasonable attorney's fees, arising from the Student/Employee's participation in the Program specified in the Recitals.

5. Assignment Prohibited

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party. This provision does not restrict assignment or delegation of this Agreement by the Company when such assignment or delegation is part of the sale or other transfer of ownership of the Company.

6. Amendment

No modification, amendment, addition to, or termination of this Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by the Student/Employee and approved by the President of the Company.

7. Waiver

A waiver of a breach of any of the provisions of this Agreement, or failure of either party to enforce any term of this Agreement, will not be treated as a waiver of any subsequent breach of the same or any other provision of this Agreement.

8. Binding Agreement

This Agreement shall be binding on the parties, their heirs, legal representatives and successors.

9. Notices

All notices under this Agreement shall be in writing and shall be served by personal service or registered mail, return receipt requested. Notice by mail shall be addressed to each party at his/her/its address as set forth above. Either party may notify the other party at any time of a different address to which notices shall be sent.

10. Governing Law and Venue

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of (State _____). Any dispute arising under this Agreement, and any action to collect the balance due and owing under provisions of this Agreement, shall be brought in a court of competent jurisdiction at a location situated within this State and specified by the Company.

11. Severability

If it should be determined that one or more of the Sections of this Agreement are found to be unenforceable, illegal, or contrary to public policy, this Agreement shall remain in full force and effect, except for the unenforceable section or sections.

12. Entire Agreement

This Agreement represents the entire agreement between the parties and cancels and supersedes all other oral or written representations and understandings.

13. Attorney's Fees

In the event of any litigation by any party to enforce or defend its rights under this Agreement, including but not limited to any action to collect any monies owed under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as per the provisions of the Agreement.

COMPANY

STUDENT/EMPLOYEE

Company Name

Print Name_____

Print Name_____

Title _____

Signature_____
Duly Authorized Agent

Signature_____

Date_____

Date_____

Downloaded Website Information and Document Disclaimer

Downloading and/or use of any information and/or document(s) found on any AED or AED Foundation website(s) is subject to the following terms and conditions. By using these websites and downloading and/or using any information and/or documents found therein, you agree to be bound by the following terms and conditions.

- You acknowledge that the provision of legal and/or other document(s) on these websites is for informational purposes only and is not intended to and does not constitute the practice of law or the giving of legal advice.
- You acknowledge that prior to using any aforementioned information and/or downloaded documents, it is your responsibility to consult with an attorney or other expert knowledgeable in the laws of the applicable jurisdiction and the specific intended use of that information and/or those documents. You understand that information and/or documents available from these websites are general in nature, and are not based on the laws of any specific state or other jurisdiction.
- All aforementioned information and documents are provided as-is without warranty of any kind. All warranties, including merchantability, quality, accuracy, title and fitness for a particular purpose, are disclaimed. AED and The AED Foundation do not assume any liability for use of information and/or documents from these websites under any circumstances. We disclaim all liability for any loss or damage including direct, indirect, incidental, special or consequential damages (including lost savings, lost profit or attorney fees) and whether arising in contract, tort or otherwise.