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OFFICIAL DEMAND LETTER

From

Date _____, 20____

Dear _____

I, _____, am writing this demand letter as my LAST NOTICE for:

If there is no response to this demand letter by _____, 20____, all legal rights shall be explored, including, but not limited to, legal proceedings necessary in accordance with State and Federal laws.

This notice of demand serves as official notice to you and may be tendered in court as evidence of your failure to cooperate. If legal action is to occur to resolve this matter, it may involve having you pay attorney's fees.

We hope to resolve this matter as soon as possible.

Sincerely,



Page 1 of 1

Loan agreement examples. How do i write a loan agreement for a friend. How do i write a loan agreement letter. How do i write a simple personal loan agreement.

An employee loan agreement is a contract that creates the framework of a loan borrowed by an employee from the company they work for. It establishes important terms such as the amount loaned, the interest rate, the length of the contract, and the rules regarding payments. By drafting a loan agreement template, a company can establish a standard lending process for their employees, ensuring terms remain fair and consistent from one loan to the next. An employee loan agreement is a form used to record that an amount of money was lent by a business to one of its employees. The money can be provided to aid an employee with a major life expense (e.g., school tuition, homeownership), to near-term expenses they can't afford due to a financial crisis (such as rent, food, or car payments). Regardless of the reason the employee was provided money, they will be expected to pay back the loan over a specific amount of time, most likely with interest. Pros & Cons of Lending to Employees (PRO) Improves employer-employee relations - Helping an employee in need aids in breaking down the corporate wall between employer and employee, and can help form strong bonds with employees. (PRO) Increases employee productivity - Financial worries are a major burden for people, and providing loans can reduce employee stress levels and increase productivity. (PRO) Promote company image - While this should be an afterthought for the business that decides to loan to their employees, it is a welcome benefit. (CON) Could face more loan requests - If employees learn that another employee received a loan, they could make the same request to the employer. A company should not offer a loan to an employee unless they're willing to offer a loan to all employees. (CON) Risk of losing the loaned money - There's always a chance that the employee defaults on the loan. This risk is decreased if the employer deducts loan payments from the employee's paycheck - but the risk of them quitting (and leaving the loan unpaid) remains the same. (CON) Can complicate taxes - If the employer doesn't issue the loan correctly or they fail to match the AFR for loans over \$10,000, they can complicate their taxes significantly. (CON) Discrimination issues - If an employer grants a loan to one employee, but denies a loan to another employee (even if the reason is valid), the company can open itself up to a potential discrimination lawsuit. The steps below outline the process of loaning money to an employee. Step 1 - Understand the Employee's Needs Before deciding to loan to an employee or not, understand exactly why they need the money. If the employee has deep-seated money management issues, a loan will most likely serve as a temporary fix for their issues, and could even worsen their financial situation. However, as an example, if the employee was faced with a medical crisis and is in debt, a loan could make a major difference in their life. At the end of the day, the decision is up to the employer. Step 2 - Establish a Lending Procedure To simplify any future loans the company may issue, they should establish a standardized policy that clearly informs employees of the types of loan terms they qualify for, what the disqualifying criteria are (if any), and the maximum amount (\$) that can be lent. Also included in the policy should be the names of those that can grant authorization for a loan and the exact process employees need to follow in order to acquire a loan. Step 3 - Set the Rate For loans above \$10,000, the employer will need to charge the employee an interest rate at or above the current AFR (Applicable Federal Rate). A list of the current rates can be found on the IRS' Index of Applicable Federal Rates Rulings. What if I charge an Interest Rate below the AFR? Loans with interest below the current AFR are known as "below-market" loans. The difference between the amount of interest an employer charges and the current AFR is known as imputed interest. For example, let's say an employer provided a \$30,000 below-market loan to an employee. They charged their employee a yearly rate of 0.5%, and the then-current AFR was 1% for short-term loans. One (1) year later, the employee paid off the loan in-full and paid total interest of [30,000 x .005 = \$150]. Per the IRS, the employer should have collected 1% interest, which would have totaled (30,000 x .01 = \$300). The difference that was paid (\$300 - \$150 = \$150) is imputed interest. The IRS would thus classify the \$150 difference as income, requiring the employer to pay taxes on it. Imputed interest exists to prevent employers from committing tax avoidance. Step 4 - Create & Sign the Loan Agreement The loan agreement will need to establish the major terms of the loan, including the following items: The names of the employer and employee. The date the parties are entering into the agreement. The amount (\$) of the loan. The interest rate (%). The amount (\$) the employer will deduct from the employee's paycheck to pay for the loan. The date of the first payment. What happens should the employee default on the loan. The signatures of the employer and employee. The employer should keep a version of the loan agreement as a template. By pre-filling out fields that will often remain unchanged (such as the company name and address), the company can use the document repeatedly for any future loan agreements they enter into. Step 5 - Keep Records Regardless of the amount loaned, employers should keep diligent records of every loan made to an employee. A copy of the loan agreement should be kept in a secure place, and the loan itself should be accounted for in the company's books. If the loan will be paid within a year, the company should list the loan as a "current asset" on its balance sheet. If the term is more than a year, it should be considered a "long-term asset." The loan agreement supplied here is specifically tailored for employees. For a variety of other loan agreements, please refer to our page on Promissory Notes. An employee acknowledgement of debt should be signed to serve as proof that money is owed and to grant permission to the employer to deduct payments from the salary. Unlike a Promissory Note, where the borrower is in control of making repayments, the employer can control repayments of a staff loan. It is therefore important for the employer to get written authorization to deduct money from a salary. Without a written agreement in place, you may be sued for damages should you withhold salary payment from an employee. You should specify the reason for deduction such as a cash loan or advance against a salary or stock purchases made from the company etc. However, an employee may have personal reasons for requesting a loan from the company (for unforeseen expenses, emergency or hardship) and need not disclose the reasons in detail. You do not need written authorization for statutory deductions such as employees tax. Note: Visit our Employment main page for links to all the relevant free legal forms for the work place and their related guidelines. The employee loan or debt agreement below also makes provision for the full amount to be deducted should the employee resign. However, this may be seen as an acceleration of debt repayment i.e. deducting an amount greater than the weekly/monthly instalment amount agreed to, which may be unlawful in your jurisdiction! The employer would therefore be wise not to extend loans greater than the weekly or monthly salary. A more extensive installment loan agreement should be drawn up for longer term or large loans, which can endure beyond the term of employment. Your labor laws may also limit deductions to a percentage of gross remuneration, so check with your local laws before extending credit. Usury law will also determine the amount of interest that may be charged. Please refer to our guidelines on promissory notes for more information on interest rates and interest free loans. Employer/Company Details: Employee Details: 1. The Employee hereby acknowledges a debt to the Employer/Company in the amount of _____ (\$ _____) for the following reason(s): 2. The Employee acknowledges and agrees that interest at a rate of _____ (%) per annum shall accrue on any outstanding amount and that repayment shall first be applied to interest and thereafter to the principal amount. 3. The Employee hereby authorizes the Employer/Company to deduct the amount of _____ (\$ _____) per week/month from the Employee's salary starting from _____ 20____ until the amount is paid in full. 4. The Employee further agrees that the entire outstanding amount will be deducted from the Employee's final salary upon resignation or termination of employment with the Employer/Company. Signed at _____ on this _____ day of 20____. Employee's Signature: _____ Witness1 Signature: _____ Witness2 Signature: _____ *** Do You Have To Pay Back Relocation Costs Even After Leaving The Company? The short answer is yes. In our staff loan agreement above we make provision for the reason of the loan, which may be: An employee relocation loan - The company may pay the relocation expenses upfront, but if there is a contractual agreement that the employee will repay, then the onus is on the employee to pay back whichever amount was agreed upon. Employees (and their partners/spouses) should therefore be very sure of the employment position before taking the costly step to relocate. Lending Policy for a Staff Loan Agreement An employer would not want to get involved in its employees' budgeting or to manage their finances, so there should be a staff loan policy in place and loans must be extended responsibly by the employer e.g.: A limit on the number of times within a calendar year to request/grant a salary advance. Staff may use an excuse such as not having money for transport to get to work and thereby try to coerce the employer to extend a loan. Constant overspending by an employee should not become an employer's problem! A limit on the percentage of remuneration that can be advanced; Advancing loans to staff incurs administration costs to the company and therefore there is a limit on the time allowed to pay back a loan. For small loans a company may prefer to waive the interest charge and specify a minimum administration fee instead; and A required minimum time to have been in employment of the company before a loan will be considered. Temporary or casual staff do not qualify for company loans. Should the employee leave the company (either voluntarily or having been dismissed for a valid reason) before a loan is paid up, the employee remains legally bound to repay the balance. Making loans to employees to acquire shares in a company qualifies as a benefit to the employee and may be taxable. You need to consult with your financial advisor or company auditor on the best way to structure this type of loan agreement. Does this site deserve your thumbs up?

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