

# PER DIEM AGREEMENT

Location: \_\_\_\_\_ Effective From: \_\_\_\_\_

## Parties:

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

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

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

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

## 1. Purpose:

This Agreement sets forth the terms and conditions under which Employer will pay Employee a per diem allowance for the expenses incurred while performing duties away from Employer's primary place of business, in accordance with applicable United States laws and regulations.

## 2. Per Diem Allowance:

Employer agrees to pay Employee a per diem allowance of \$\_\_\_\_\_ per day for meals, lodging, and incidental expenses, in lieu of actual expense reimbursement, in accordance with the federal per diem rates or as otherwise agreed in writing.

## 3. Eligibility and Conditions:

Employee shall be eligible for the per diem allowance only for days during which Employee is required to travel away from the primary work location overnight or for an extended period, as defined by Employer's travel policy and applicable law.

## 4. Payment Terms:

Per diem payments shall be made to Employee in regular payroll periods or by separate payment, as determined by Employer. Such payments shall not be considered wages for purposes of overtime or other compensation unless required by law.

## 5. Tax Treatment:

Per diem allowances paid under this Agreement shall comply with IRS rules regarding accountable plans. Employee must adequately account for amounts received by providing required documentation if applicable. Any amounts not properly accounted for shall be treated as taxable income.

## 6. Term and Termination:

This Agreement shall remain in effect until terminated by either party with written notice. Termination shall not affect Employee's right to per diem payments earned prior to termination.

## 7. Compliance with Laws and Policies:

Employee agrees to comply with all applicable federal, state, and local laws, as well as Employer's policies regarding travel and expense reimbursement.

**8. Limitation of Liability:**

Employer shall not be liable for any expenses incurred by Employee that are not covered by the per diem allowance or that are in violation of this Agreement.

**9. Entire Agreement:**

This Agreement constitutes the entire understanding between the parties with respect to per diem payments and supersedes all prior agreements or understandings, whether written or oral.

**10. Amendments:**

Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

**11. Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict-of-law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**12. Severability:**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

**13. Waiver:**

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

**14. Notices:**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, by certified mail (return receipt requested), overnight courier, or electronic mail with confirmation of receipt, to the addresses provided above or such other addresses as may be designated by written notice.

**15. Signatures:**

**EMPLOYER'S SIGNATURE**

**EMPLOYEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

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