

**This example agreement is not an official legal document, (but can be used as the basis for one drawn up by a lawyer). This agreement enables the homeowner and house sitter to agree terms of what is expected from each party regarding the house sitting assignment.**

House sitting Agreement

This Agreement is made on the \_\_\_\_\_ day of

between \_\_\_\_\_ the Homeowner

and the House sitter \_\_\_\_\_

The Agreement relates to the Property at \_\_\_\_\_

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With effect from \_\_\_\_\_ (date)

Until and made \_\_\_\_\_ (date)

The Homeowner grants permission to the House sitter to occupy the above premises pursuant to the terms and conditions contained in this Agreement. The Homeowner makes the following express terms;

No persons or pets other than specifically included for in this Agreement are permitted to live at the premises during the term of this Agreement.

This Agreement does not constitute a lease. The parties agree that the House sitter only has a license to occupy the premises under the same Terms and conditions of this Agreement and has no legal interests in the premises.

The House sitter must vacate the premises at the end of the term of this Agreement.

This Agreement relates only to House sitting assignments, which do not carry a financial gain for either party.

**The homeowner agrees:**

To provide all food and sundry items and equipment for the care of animals, alternatively the Homeowner can agree with the House sitter to reimburse the House sitter for any food or supplies bought for the animals during the assignment.

To make arrangements for the payment for any services provided by a qualified veterinarian in the treatment and care of the Homeowner's animals

To give full details of all pets requiring care during the assignment.

The Homeowner undertakes to provide the House sitter with at least seven days notice of any change to the agreed first day of the House sitting assignment. That the premises will be vacant and in a reasonable condition for the House sitter to live in on the first day of the house sitting assignment.

The Homeowner, or their authorized agent may enter the premises during the terms of this agreement in the following circumstances:

- In an emergency (including to make urgent repairs)
- The premises have been abandoned
- At any time with the consent of the House sitter

The Homeowner agrees and will provide premises reasonably clean and fit to live in.

The Homeowner will provide the House sitter or the Homeowner's nominated contact person with a set of spare key for the premises and for the House sitters use.

**The House sitter agrees:**

To give every reasonable effort to ensure the good health, cleanliness, comfort, safety and happiness of the animals covered by this Agreement.

To be responsible for any act by any person invited on to the premises by the House sitter.

Not to use or allow the premises to be used, for any illegal purpose

Not to cause a nuisance or allow a nuisance to be caused on the premises

Not to interfere, or allow others to interfere with the reasonable peace, comfort or privacy or neighbours

Not to sub-let the premises.

No to allow any person to live or temporarily stay unless the Homeowner grants permission

Not to keep any animal on the premises other than those listed in this agreement without the permission of the homeowner

Not to block any sink or drain

Not to cause or allow any damage to be caused the premises

To care for all fixtures and fittings in the premises

To regularly clean the premises unless cleaners are provided by the Homeowner and to maintain the premises as clean and tidy as at the start of this agreement

To notify the homeowner as soon as possible of any damage to the premises

To maintain the grounds of the garden in the same condition as at the start of this Agreement

To deal with household rubbish and recycling as directed by the Homeowner

To report any infestation of the premises to the Homeowner and reasonable efforts to seek resolution of such problems

Ensure that reasonable security measures are used in safeguarding the property and its contents.

### **Suggestions for appendices to this Agreement:**

**ANIMALS:** Name and describe each animal to be covered by this Agreement. Give details of how you would like each animal to be managed on a daily basis.

Include details of any medications or special treatment that each animal requires.

## **COSTS OF THE PREMISES:**

If the parties agree that the House sitter is to pay the cost of the utilities consumed by him during the assignment, then all relevant meter readings should be taken near the start of the assignment. Before the end of the assignment, further meter readings can be taken and the House sitter's costs can be calculated.

### **The Homeowner may agree to pay or reimburse the House sitter for:**

Service charges such as council tax rates

All animal costs paid by the House sitter in the care of the animals listed in this agreement

All costs of emergency repairs or pre arranged routine maintenance of the premises

### **The House sitter may agree to pay**

Utilities and telephone, Internet and any cable or satellite television

At the end of the Assignment the House sitter should ensure that all financial responsibilities agreed upon by him are discharged.

Any financial liability outstanding at the end of the House sitting assignment may be reclaimed by the homeowner from the security deposit.

### **Any additional terms (Please detail)**

## Repairs & emergency contact details

Gas service person: \_\_\_\_\_

Electrician: \_\_\_\_\_

Plumber: \_\_\_\_\_

Builder: \_\_\_\_\_

Window repairer: \_\_\_\_\_

Locksmith: \_\_\_\_\_

Local Police: \_\_\_\_\_

Fire service: \_\_\_\_\_

Nearest hospital with accident and emergency department:

\_\_\_\_\_

Veterinarian: \_\_\_\_\_

Emergency 24-hour animal treatment service: \_\_\_\_\_

\_\_\_\_\_

## Reimbursement for repairs

The Homeowner agrees to pay the House sitter, within 14 days of termination of the assignment, any reasonable costs that the House sitter has incurred for making repairs to the premises so long as the House sitter was not in breach of this agreement when the damage occurred.

The House sitter gives the Homeowner, or their nominated contact, opportunity to access and to make repairs

The House sitter make a reasonable attempt to have engage a tradesperson to make the repairs

The House sitter provides receipts for any costs incurred.

**Homeowners contact details**

Postal address: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

**Nominated contact person's details**

Nominated Contact person \_\_\_\_\_

Postal address: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

**House sitter's contact details**

Postal address: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

## Termination of agreement

The Homeowner will give the House sitter at least seven days notice of an early termination of this agreement if the term is less than six months and to give the House sitter at least 28 days notice of an early termination of this agreement if the agreement is for six months or more.

The house sitter agrees not to leave the premises before the end of this agreement without written permission from the homeowner or authorised contact person. To give a vacant possession of the premises to the homeowner or nominated contact person's on the date of termination of this agreement.

Both parties to this Agreement agree that if either party breaches this agreement, then the other party may terminate the agreement on **24** hours notice and either party may reserve their rights to recover any funds due under this agreement

## SIGNATURES TO ENTER INTO THIS AGREEMENT AND AGREE TO IT'S TERMS

Name of homeowner: \_\_\_\_\_

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

Name of witness: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Name of House sitter: \_\_\_\_\_

Signature of house sitter: \_\_\_\_\_

Name of witness: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

## Appendix A

### **Security deposit lodgment form**

#### **House sitter security deposit**

(To be paid by house sitter)

Deposit amount (and currency)

Type of payment (e.g. cheque, cash etc)

Address of the premises covered by this agreement

Date:

#### **Homeowner**

Name

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Address

-

Telephone number

Email address

Signature



**House sitter refund** (only to be filled out at the end of each sitting assignment)

Original deposit paid:

Subtract house sitter's liabilities:

Add house sitter's expenses:

Total amount of refund:

**Lodging the security deposit lodgement form with a third party**

Use this part of the form if you're going to be lodging the deposit with a third party for safekeeping. In the event of a dispute between home owner and house sitter at the end of the house sitting assignment the person nominated to hold the deposit agrees to mediate. In the event of any dispute with regards to an entitlement to any or all of the bond hereby submitted, I / we accept that (enter name)

reserves the right to act as mediator, and will deduct any costs incurred in resolving said dispute.

**Third party bondholder**

Name

Telephone number

Address

Email address

Date

Signature

**House sitter expense claims**

This form to be used to list the house sitter's expenses in the care and upkeep of the property and animals listed in this agreement. The house sitter should keep an itemised list of such expenses as well as a receipt for each item.

Claim description

Cost

Total

**3. House sitter liability claims**

This form to be used to list the house sitter's liabilities during the house sitting assignment. These could include any accidental loss or damages to the homeowner's property.

Claim description

Cost

Total

Total deductions \_\_\_\_\_ Currency and amount of refund (eg **\$489**)

Type of payment (e.g cheque)

Address of premises

Name of homeowner(s)

Homeowner nominated contact person

Names of house sitters (only list sitter here who have contributed to the deposit and will be receiving the refund)

Signature of homeowner \_\_\_\_\_

Signature of mediator \_\_\_\_\_

Signature of homeowner nominated contact person \_\_\_\_\_

Signature of house sitters \_\_\_\_\_

**House sitter forwarding contact details**

Postal address: \_\_\_\_\_

Telephone number \_\_\_\_\_

Email address \_\_\_\_\_

## **Appendix B**

### **Homeowner's checklist - Some suggestions for before you leave.**

Homeowners - use this checklist to ensure that you're ready to hand over the care of your home and animals to your house sitter on the day that you leave.

#### **Neighbours**

Please let your neighbours, friend and family know that you have a house sitter moving into your home to avoid unnecessary misunderstandings.

#### **Security systems**

If you have an alarm system you may need to make arrangements with the security company for a code and password specifically for your house sitter to use. Keys for windows locks should be left with your house sitter.

#### **Insurance**

Contact your insurance company to let them know you will have a house sitter moving into your home.

#### **Email**

If you are using an email address that is dependant on your home internet service provider, you may need to set up a new address that can travel with you.

#### **Contact information**

Please leave contact information so your house sitter can stay in touch while you're away. See the house sitting agreement for contact information page.

#### **Emergency contact**

You may want to ask someone such as a friend, neighbour or relative etc to act as a nominated contact person for your house sitter to liaise with your absence

#### **Spare keys**

Leave a set of spare keys with your nominated contact person or your house sitter.

**Rubbish collection & recycling services**

Make a note of which days your rubbish and recycling is collected.

**Compost**

Make a list of what you would and wouldn't like your house sitter to add to your compost.

**Animal documentation**

All of your animal's records should be put together in a folder for your house sitter's easy access. These records could include: immunisations, tattoo, microchip, any lost pet register phone numbers, license, medical history and current medications.

**Animal license**

Please make certain your animal's license or registration will not expire while you are away.

**Animal supplies**

Please stock up on enough supplies for your animals while you are away. These supplies could include the following:

Food (including any special treats, chewing bones, drinks etc)

Medications

Toys

Exercise equipment

Identification tags, tattoo or microchip

Bedding

Cleaning and grooming equipment (medicated shampoo, towels, hoses, brushes, scissors, clippers)

Waste collection equipment (bags, gloves, litter, disinfectant)

**Home contents list**

Make a list of any items you'd prefer your house sitter not to use.

**Out of bounds**

You may like to write a list of any areas or rooms in your house or on your property that you don't want your house sitter to use.

**Pool maintenance**

Ensure any pool equipment and chemicals are available for your house sitter to use. Attach clear written instructions to these.

**Parking**

Describe what parking is allowed on or near your property including costs and restrictions. You may be able to arrange for a visitors parking permit for your house sitter to use.

**Visitor's policy**

What is your preference for visitors to your home while you're absent? If you have strong feelings about a visitor's policy, include this information in your house sitting agreement.

**Rules and regulations**

If your home is an apartment or a rental property, you may want to leave a copy of the by-laws or lease for your house sitter to refer to.

**Subscriptions**

You may want to suspend or cancel any magazine, newspaper or online DVD rental subscriptions you may have.

**Pay-per-view TV**

You may want to suspend or cancel your satellite or cable TV service unless agreed that you are providing these.

**Internet access**

You may want to suspend or cancel your internet access account unless agreed that you are providing this.

**Mail redirection**

You may want to set up a redirection order for your mail – unless you make specific arrangements for redirection with your house sitter.

**Home deliveries**

You may want to suspend or cancel any regular home deliveries you may have.

**Garden tools**

Make sure your garden tools are accessible. Leave your shed keys out for your house sitter.

**Indoor plant maintenance**

Leave any supplies for your indoor plants to your house sitter. Attach written instructions to these.

**Lawn maintenance**

Check that your lawnmower is in good working order. Leave spare fuel for your mower if required. Attach hoses to outdoor water supplies for watering your garden and lawn. Leave rakes and wheelbarrow out for your house sitter.

**Use of your vehicle**

If you are happy to have your house sitter use your vehicle while you're away you need to do the following:

Familiarise them with the vehicle before you go.

Add their name to the motor vehicle insurance policy

Have them confirm in writing that they will be liable for any costs and damages incurred while using your vehicle including paying any excess fees on any resulting insurance claim.

Provide local driving regulation information for their reference

**Maintenance of your vehicle**

You may want to have your vehicle maintained in your absence. This could include asking your house sitter to start your car once a week and/ or clean your car before your return.

**Use of your bicycle**

You may be happy for your house sitter to use your bicycle. Familiarise your house sitter with any security locks you may use. Write down the code for a combination lock and leave two keys for any locks.

**Clean and tidy home and yard**

It's a good idea to ensure your house and grounds are clean and tidy in preparation for your house sitter's arrival. Note that in the house sitting agreement your house sitter has agreed to maintain your home and garden to the condition they first encountered it.

**Perishable foodstuffs**

You may want to empty your refrigerator of any perishable foodstuffs, although your house sitter may be happy to eat or otherwise dispose of these.

**Storage space**

You may need to empty some cupboards and drawers for your house sitter to store their belongings.

**Storing valuables & breakables**

You may wish to lock away your valuables and breakables in a secure area such as a locked cupboard or attic space.

**Clean linen**

Put out clean linen and towels for your house sitter.

**First meal**

Provide the essentials for your house sitter's first meal in your home.

**Gas & electric**

Leave instructions for the safe use of your electricity and gas services. Show your house sitter where the relevant meters are as well as the fuse boxes and cut-off switches. For long term houses-sits or where you've agreed to share utility costs, take meter readings on your last day in the property so that your house sitter's share of the utility bills can be worked out on your return.

**Heating and Air-conditioning**

Leave detailed instructions on how to program any heating and air-conditioning systems.

**Cleaning & gardening services**

You may want to suspend or cancel visits by your regular cleaner or gardener. If your house sitter wants to retain these you need to discuss who will pay for these services.

**Tourist information**

Mark up a local map with some of your areas best assets for your intrepid house sitters. Include your local supermarket, library, internet cafe, cinema, DVD rental shop, dog park etc.

**Transport maps**

Local transport maps covering travel by bicycle, bus, train, tram and underground and invaluable for helping your house sitters get oriented.

**Water & drains**

Leave instructions on the location of your water mains tap and means of access to your sewer system.