

HOUSE SITTING AGREEMENT

TERMS OF AGREEMENT

THIS AGREEMENT is made on .../.../.....at.....

BETWEEN

HOMEOWNER:

(Name/s)

(Address)

AND

HOUSESITTER:

(Name/s)

Normal Verifiable Residential Address

Postal Address (if different from above).....

Other people who will ordinarily live at the premises

PETS: (Belonging to the homeowner)

(Name/s)

.....

Types of pet/s (eg , Dog, Cat, Bird, etc.)

.....

Description including breed (eg , Labrador, Persian, Budgerigar) and age of each:

.....

.....

No person/s or pet/s other than those listed above are permitted to live at the premises during the term of this Agreement, unless indicated below.

.....

PREMISES:

The homeowner gives the housesitter a licence to occupy the premises rent free at

.....

Both parties hereby acknowledge that this is not a lease agreement, and the parties further agree that the housesitter has no legal interest in the premises, but is granted only a licence to occupy.

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1 TERM

The term of this Agreement begins at 12.00 noon on/...../.....and ends at 12.00 noon on/...../.....

2 CONTINUATION

At the end of this term the housesitter may continue to occupy the premises under the same terms of this Agreement ONLY if notified by the homeowner.

3 THE AGREEMENT

The homeowner agrees to give the housesitter:

- A copy of this agreement at or before the time the agreement is signed;
- A copy of this agreement signed by both the homeowner and the housesitter.

4 PAYMENT OF LOCAL COUNCIL RATES, LAND TAX, AND OTHER CHARGES

The homeowner agrees to pay:

- Council rates;
- Water rates;
- Land taxes;
- All other statutory charges under any Act covering residential premises.

The housesitter agrees to reimburse the homeowner for the following charges incurred during the period of occupancy:

- Electricity and gas (where applicable);
- Telephone call charges incurred during the term of this Agreement;
- Excess garbage or sanitary charges;
- Any other charges resulting from the negligence of the Housesitter

Such charges shall be reimbursed to the homeowner within seven days of written request, or before the housesitter vacates the premises, whichever is earlier. The housesitter may choose to pay the amount owing to the service provider directly, but the onus is on the housesitter to produce a receipt if requested by the homeowner.

5 POSSESSION OF THE PREMISES

The homeowner agrees:

- To ensure that the residential premises are vacant so the housesitter can move in at the time and date agreed;
- To provide the housesitter at least seven days notice of any change to the agreed move in date.

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6 USE OF THE PREMISES

The housesitter agrees:

Not to use the premises, or cause or permit the premises to be used, for any illegal purpose;
Not to cause or permit a nuisance;
Not to interfere, or cause or permit interference with the reasonable peace, comfort or privacy of neighbours.

7 CARE OF THE PREMISES

The housesitter agrees:

Not to part with or abandon the premises nor to commit any act likely to adversely affect any insurance that the homeowner holds for the premises;
Not to keep any animal not belonging to the homeowner on the premises, unless agreed to and listed as provided above;
Not to block any sink or drain and to regularly clean the bathroom, kitchen and appliances;
To care for all items on the premises;
To remove all rubbish;
To maintain the grounds and garden in the same condition as at the commencement of this Agreement;
In case of the introduction to the premises of an infectious disease or an infestation of rats, cockroaches, fleas or other pests the housesitter shall inform the homeowner or nominated Contact and bear the cost of fumigation or eradication. Where said infectious disease or infestation is not due to the actions of the housesitter, the housesitter shall consult as soon as possible with the homeowner or Contact as to their elimination.

8 CARE OF HOMEOWNER'S PETS

The homeowner agrees:

To provide written instructions as to the required care of the homeowner's pets;
To provide all food for the pets, or make provision for the housesitter to acquire food for the pets;
To make arrangements with a qualified veterinarian for any charges for veterinary consultations or procedures on behalf of the homeowner's pets to be paid for on account by the homeowner.
To provide details of Veterinarian in the Schedule to this Agreement;

The housesitter agrees:

To carry out all the homeowner's instructions as to the care of the homeowner's pets.
To make every reasonable effort to ensure the good health and comfort of the homeowner's pets whilst abiding by the instructions of the homeowner in this regard.

9 HOMEOWNER'S ACCESS TO THE PREMISES

During the currency of this Agreement, The homeowner, nominated Contact, or any person authorised in writing by the homeowner, may only enter the residential premises in the following circumstances:

In an emergency (including entry for the purpose of carrying out urgent repairs);
If there is good reason for the homeowner to believe the premises are abandoned;

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To inspect the premises, subject to providing the housesitter seven days' notice (no more than one inspection per month);
For any other purpose, if the housesitter agrees.

10 CLEANLINESS, REPAIRS, AND DAMAGE TO THE PREMISES

The homeowner agrees to make sure the residential premises are reasonably clean and fit to live in.

The housesitter agrees:

To keep the residential premises as clean and tidy as at the start of this Agreement;
To notify the homeowner or contact as soon as practicable of any damage to the premises;
Not to intentionally or negligently cause or permit any damage to the premises;
When the Agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as at the start of this Agreement.

11 URGENT REPAIRS

The homeowner agrees to pay the housesitter, within 14 days of repossession, any reasonable costs which the housesitter has incurred for making urgent repairs (of the type set out below) so long as:

The damage was not caused as a result of a breach of this Agreement by the housesitter;
The housesitter gives the homeowner, or Contact, a reasonable opportunity to make the repairs;
The housesitter makes a reasonable attempt to have any appropriate tradesperson named in the Schedule to this Agreement make the repairs;
The repairs are carried out, where appropriate, by licensed or properly qualified persons;
The housesitter as soon as possible gives or tries to give the homeowner, or contact, written details of the repairs, including the cost and receipts for anything for which the housesitter pays.
The types of urgent repairs to the residential premises for which the homeowner agrees to make payment are repairs to:

- a burst water service;
- a blocked or broken lavatory system;
- a serious roof leak;
- a gas leak;
- a dangerous electrical fault;
- flooding or serious flood damage;
- serious storm or fire damage;
- a failure or breakdown of the gas, electricity, or water supply to the premises;
- a failure or breakdown of any essential service for hot water, cooking, heating, or laundering;
- any fault or damage that causes the premises to be unsafe or not secure.

12 CONTACT/S TO HOLD SPARE KEYS

The homeowner agrees to provide a Contact with copies of the key or opening device, for use by the housesitter in the event of:

An inadvertent lockout;
Loss of keys by the housesitter;
Any other circumstances where spare keys may be required.

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13 HOUSESITTER'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

The housesitter agrees to be responsible to the homeowner for any act or omission by any person the housesitter allows on the residential premises who breaks any terms of the Agreement.

14 HOUSESITTER NOT TO ASSIGN OR SUB-LET

The housesitter agrees not to:

Assign the whole or part of the housesitter's interest under this Agreement;
Sub-let the residential premises, without the homeowner's prior written permission;
Have or permit a boarder or lodger (whether or not paying rent or board or other occupation fees).

15 TELEPHONES

The housesitter agrees that all telephones be maintained in the same state as at the start of the Agreement, and the housesitter shall make good all reconnection charges arising from any action of the housesitter.

16 TERMINATION OF AGREEMENT

The homeowner agrees:

To give the housesitter at least seven days notice of an early termination of this Agreement;
If the term of this Agreement is six months or more, then the homeowner agrees to give the housesitter at least 28 days notice of an early termination of this Agreement.

The housesitter agrees:

Not to vacate the premises prior to the date of termination without written permission from the homeowner or Contact;
To give vacant possession of the premises to the homeowner or contact on the date of termination;
To return all keys and operating devices on the date of termination.

Both parties agree:

If either party persistently breaches this Agreement, then the innocent party may terminate this Agreement on 24 hours notice;
That termination of this Agreement does not affect the right of either party to recover any moneys due by virtue of this Agreement.

NOTE

- A. It is advisable for the homeowner/s to take out a comprehensive policy of insurance covering their interest in the premises.
- B. It is advisable for the housesitter/s to insure their own possessions.

PLEASE READ THIS AGREEMENT THROUGH CAREFULLY BEFORE AND AFTER SIGNATURE

HOUSE SITTING AGREEMENT

The homeowner and the housesitter enter into this Agreement and agree to all its terms:

SIGNED BY THE HOMEOWNER

in the presence of
(Name of witness)

.....
(Signature of Homeowner)

.....
(Signature of Witness)

SIGNED BY THE HOUSESITTER

in the presence of
(Name of witness)

.....
(Signature of Housesitter)

.....
(Signature of Witness)

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SCHEDULE

TRADESPERSON/S (Sec 11) :
.....
.....

VETERINARIAN (Sec 8):
.....

CONTACT PERSON/S (Sec 12):
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.....

ADDITIONAL TERMS

Additional terms and conditions may be added here (homeowner and housesitter to initial each additional term). NB. If any form of rent is to apply then State tenancy laws may be applicable thereby affecting this Agreement.

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ADDITIONAL INFORMATION.....
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DISCLAIMER

Please Note: *SeniorSitters* has compiled this Agreement as a service to members, but makes no warranties as the legality or enforceability of such Agreement.
We recommend that if any doubt exists, you should seek legal advice before signing.