House Sitting Agreement

This Agreement is dated the	20 between:	
Home Owner:		
Name:	Address:	
Telephone number:		
Email address:		
Emergency contact:		
House Sitter:		
Name:	Address:	
Telephone number:		
Email address:		
Emergency contact:		
Property Address: (if different from Home Owner's address	s)	
Start Date:	Time (if agreed):	
End Date:	Time (if agreed):	
Security Deposit:	(Amount & currency, if required)	
Pet name(s):	Type of pet(s):	
Pet name(s):	Type of pet(s):	
Pet name(s):	Type of pet(s):	
Name & number for nominated perso	on authorised to enter property:	
Additional terms applicable to the ho	ouse sit, agreed between both parties:	

1. <u>The Agreement</u>

- 1.1 The Home Owner permits the House Sitter to occupy the Property for the above-stated period in accordance with the terms of this Agreement. The House Sitter agrees to enter the Property on the agreed start date, at the agreed time where applicable, to live in the Property for the term of this Agreement, and to vacate the Property on the agreed end date, at the agreed time where applicable.
- 1.2 This agreement is personal to the House Sitter(s) named above and may not be transferred. No other persons or pets, other than as expressly included in this Agreement, are permitted to occupy the Property during the term of this Agreement.
- 1.3 The Property is offered rent-free in exchange for the care and upkeep of the Property and the carrying out of any other specific duties as stated in this Agreement. The Agreement is of mutual benefit to the parties with no financial gain for either party. This Agreement does not constitute a lease and the House Sitter hereby declares that they have no legal interest in the Property.

2. Security Deposit

- Where specified above, the House Sitter must pay the agreed Security Deposit to the Home Owner on the signing of this Agreement.
- 2.2 The Security Deposit will be held by the Home Owner and applied against the cost of remedying any damage to the Property caused by the House Sitter.
- 2.3 The Security Deposit will be returned to the House Sitter not more than 14 days after the End Date, less any agreed deductions made for the cost of remedying any damage.
- 2.4 The parties may wish to appoint a third party to hold the Security Deposit. In this event, the parties must specify the third party's contact details in Schedule 1.

The Home Owner's Obligations: The Home Owner agrees with the House Sitter:

- 3.1 To allow the House Sitter to use the Property on the terms set out in this Agreement without interference, subject to the House Sitter complying with the terms of this Agreement;
- 3.2 To ensure the Property is vacant, reasonably clean, in good repair and suitable for occupation on the Start Date;
- 3.3 To provide the House Sitter with a spare set of keys for the Property;
- 3.4 To provide all necessary food and equipment for the care of the pets specified in Schedule 1 of this Agreement, or to reimburse the House Sitter for any such expenditure, including any veterinary costs incurred during the term of the Agreement; and
- 3.5 That all information provided is accurate, complete and to the best of the Home Owner's knowledge.

4. The House Sitter's Obligations: The House Sitter agrees with the Home Owner:

- 4.1 To keep the Property clean and in the same condition as at the Start Date (fair wear and tear excepted) and to make good any damage caused, or replace any items lost, broken or destroyed with articles of the same sort and equal value (or at the Home Owner's option, to pay compensation to the Home Owner):
- 4.2 To keep the garden and grounds of the Property in the same condition as at the Start Date;
- 4.3 To give the Home Owner written notice of any damage, destruction, loss, infestation or happening to the Property or the contents howsoever caused as soon as it comes to the attention of the House Sitter and to seek resolution of any such problems as directed by the Home Owner;
- 4.4 At all times, to use all reasonable endeavours to ensure the health, wellbeing, comfort, safety and happiness of the pets specified in this Agreement;
- 4.5 To ensure that reasonable security measures are taken to safeguard the Property and its contents;
- 4.6 In cases of emergency or where the Property has been abandoned (or seemingly abandoned), to allow the Home Owner or anyone with the Home Owner's authority to enter the Property at any time and without notice. The Home Owner or anyone with the Home Owner's authority will also be authorised to enter the Property at any time with the consent of the House Sitter;
- 4.7 Where repairs or maintenance is required at the Property, to engage the services of a suitably qualified tradesperson;
- 4.8 Not to do anything on the Property which may be a nuisance to or cause damage or annoyance to the tenants or occupiers of any neighbours to the Property;
- 4.9 Not to use the Property for any illegal or immoral purposes;
- 4.10 Not to smoke at the Property unless specifically agreed by the Home Owner;
- 4.11 Not to block any sink or drain at the Property;
- 4.12 To deal with any household rubbish and recycling on a regular basis as directed by the Home Owner;
- 4.13 Not to part with possession or share occupation of the Property or any part of it;
- 4.14 Not to sub-let the Property or permit any person to occupy the Property as a lodger;
- 4.15 Not to alter, add to or interfere with the appearance, structure, exterior or interior of the Property or the arrangement of the fixtures, furniture and effects belonging to the Home Owner;
- 4.16 To comply with any reasonable regulations made by the Home Owner relating to the use of the Property;
- 4.17 Not to bring to the Property any animal or pet other than those specified in this Agreement, without first obtaining the Home Owner's written consent and subject to any conditions imposed by the Home Owner;
- 4.18 That all information provided is accurate, complete and to the best of the Home Owner's knowledge; and
- 4.19 On the End Date, to remove the House Sitter's belongings from the Property and leave the Property clean and tidy so that it is ready for immediate re-occupation.

5. <u>Costs</u>

- 5.1 The Home Owner and House Sitter will agree the costs and charges payable and to be reimbursed as necessary in Schedule 1 of this Agreement.
- 5.2 In addition, the Home Owner agrees to pay for, or reimburse the House Sitter for, any costs incurred in relation to the care of all pets specified in this Agreement.
- 5.3 The Home Owner agrees to pay for, or reimburse the House Sitter for, any costs incurred for emergency repairs or routine maintenance of the Property, provided such repairs or maintenance were not required due to the House Sitter's breach of any of their obligations in clause 4 above, and provided the House

Sitter obtains and gives the Home Owner a copy of any receipts or invoices for any such work.

6. Termination

- Where this Agreement is for a period of less than 6 months, the Home Owner agrees to provide the House Sitter with a minimum of 7 days' notice if they wish to alter the Start Date or terminate this Agreement before the End Date stated above.
- Where this Agreement is for a period of 6 months or more, the Home Owner agrees to provide the House Sitter with a minimum of 28 days' notice if they wish to alter the Start Date or terminate this Agreement before the End Date stated above.
- 6.3 The House Sitter is not entitled to terminate this Agreement before the End Date stated above and must occupy the Property for the agreed term unless otherwise agreed in writing by the Home Owner, or otherwise in accordance with clause 6.4 below.
- 6.4 Either party may terminate this Agreement by giving the other 24 hours' written notice, if that other party has committed a substantial breach of their obligations under this Agreement. Early termination under this clause 6.4 will not prejudice the terminating party's other rights and remedies under this Agreement.

7. <u>Interpretation</u>

- 7.1 In this Agreement, any reference to "writing" or "written" includes emails and text messages, as well as messages sent by other electronic means where both parties have the relevant account and access, such as WhatsApp and Facebook Messenger.
- 7.2 The term of this Agreement can be extended by mutual agreement between the parties in writing.
- 7.3 The House Sitter is responsible for any act or omission by any third party invited into the Property by the House Sitter. Any obligation on the House Sitter not to carry out an act includes an obligation not to permit another person to do such an act.
- 7.4 Whenever there is more than one person comprising the Home Owner or the House Sitter, their obligations may be enforced against all of them jointly and against each of them individually.
- 7.5 The Home Owner and House Sitter do not intend that this Agreement should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 7.6 Should there be a dispute between the parties, the parties agree to use all reasonable endeavours to resolve the dispute amicably. Where resolution is not possible in this manner, the parties will attempt mediation using a third party mediator.
- 7.7 Nothing in this Agreement shall affect either party's statutory rights as a consumer.
- 7.8 This contract between the Home Owner and the House Sitter shall be governed by the law of England and Wales.

In signing this Agreement, both parties hereby acknowledge and accept that Worldwide Housesitters have provided a solely introductory service and under no circumstances will Worldwide Housesitters be a party to this Agreement. As such, they will not become involved in any disputes between the Home Owner and the House Sitter, nor will they hold Security Deposits for either party or participate in any other way in relation to this Agreement.

SIGNED:	SIGNED:
Print Name:	Print Name:
Date:	Date:
For and on behalf of the Home Owner	For and on behalf of the House Sitter

Schedule 1

Pet Information

All general needs and specific needs must be as detailed on page 1 and/or the Pet Profile Form. The Pet Profile form, if completed by the Home Owner, will be deemed to be incorporated into this Agreement.

Costs agreed Will the House Sitter be required to pay the cost of utilities during the stay? Yes / No If yes, please confirm meter readings on the Start Date: and End Date:
Please tick if the following will be payable by, or reimbursed by, the Home Owner: ☐ Council Tax ☐ Other service charges (please specify)
Please tick if the following will be payable by the House Sitter: ☐ Telephone bills ☐ Cable/satellite television ☐ Other (please specify)
Property information Please list any Property/garden specific needs (i.e. please water plants weekly, clean pool monthly etc.)
Third party security deposit holder (if applicable)
Recommended tradespersons: Electrician:
Plumber: Gas engineer: Builder: Glazier: Locksmith:
Emergency contacts: Local police station: Local fire brigade: Nearest hospital: Vet: Emergency vet: