

# HOUSE SITTING AGREEMENT

*www.housesitters.com.au*

## TERMS OF AGREEMENT

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

BETWEEN

### HOMEOWNER:

(Name/s) .....

(Address) .....

AND

### HOUSE SITTER:

(Name/s) .....

Other people who will ordinarily live at the premises

.....

### PETS: (Belonging to the homeowner)

(Name/s) .....

.....

Type of pet/s (eg , German Shepherd, Persian, Budgerigar) .....

.....

.....

Description .....

.....

.....

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

**PREMISES:**

The homeowner gives the house sitter a license to occupy the premises rent free at

.....

and the following parking space and storeroom .....

*This is not a lease, and the parties agree that the house sitter is granted only a license to occupy and has no legal interest in the premises whatsoever.*

**TERM:**

The term of this Agreement begins at ..... am/pm on ...../...../..... and ends at ..... am/pm on ...../...../.....

**CONTINUATION:**

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

**HOUSE SITTING BOND:** (Cross out if there is not going to be a bond)

A bond of \$ ..... must be paid by the house sitter to the homeowner's nominated agent on or before the signing of this agreement.

**HOMEOWNER'S NOMINATED BOND AGENT:** (Cross out if there is not going to be a bond)

.....

**TRADESPERSON/S** (see "Urgent Repairs", clause 12,13): .....

.....

**VETERINARIAN** (clause 7): .....

.....

**CONTACT PERSON/S** (see clause 6,9,11,12,14,19): .....

.....

.....

## **THE AGREEMENT**

- 1 The homeowner agrees to give the house sitter:
  - 1.1 a copy of this agreement at or before the time the agreement is signed; and
  - 1.2 a copy of this agreement signed by both the homeowner and the house sitter.

## **PAYMENT OF COUNCIL RATES, LAND TAX, AND OTHER CHARGES**

- 2 The homeowner agrees to pay:
  - 2.1 Council rates; and
  - 2.2 land taxes; and
  - 2.3 the accounts referred to in Clause 3; and
  - 2.4 all charges under any Act for the residential premises.
  
- 3 The house sitter agrees to reimburse the homeowner:
  - 3.1 for electricity; and
  - 3.2 for gas (where applicable); and
  - 3.3 for all telephone charges incurred during the term of this Agreement; and
  - 3.4 for all water used during the term of the Agreement where the charge for the water is calculated according to the metered amount of water consumed; and
  - 3.5 any excess garbage or sanitary charges; and
  - 3.6 any charges for pumping out a septic system.
  - 3.7 any such charges shall be paid to the homeowner within 7 days of written request, or before the house sitter vacates the premises, whichever is earlier. The house sitter may choose to pay the amount owing to the service provider directly, but the onus is on the house sitter to produce a receipt if requested by the homeowner.

## **POSSESSION OF THE PREMISES**

- 4 The homeowner agrees:
  - 4.1 to make sure the residential premises are vacant so the house sitter can move in at the time and date agreed; or
  - 4.2 to give the house sitter at least 7 days notice of any change to the agreed move in date.

## **USE OF THE PREMISES**

- 5 The house sitter agrees:
  - 5.1 not to use the premises, or cause or permit the premises to be used, for any illegal purpose; and
  - 5.2 not to cause or permit a nuisance; and
  - 5.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours.

## **CARE OF THE PREMISES**

- 6 The house sitter agrees:
  - 6.1 not to part with the premises nor to adversely effect any insurance that the homeowner holds for the premises.
  - 6.2 if the house sitter is responsible for the presence of an infectious disease or an infestation of rats, cockroaches, fleas or other pests the house sitter shall inform the homeowner or contact and bear the cost of fumigation or eradication. Where the infectious disease or pests is not due to the actions of the house sitter, the house sitter shall consult as soon as possible with the homeowner or contact as to their elimination.
  - 6.3 not to keep any animal not belonging to the homeowner on the premises, unless agreed to and listed under Additional Terms.
  - 6.4 to care for all items on the premises.
  - 6.5 not to block any sink or drain and to regularly clean the bathroom, kitchen and appliances.
  - 6.6 to maintain the grounds and garden in the same condition as at the start of this Agreement and remove all rubbish.

## **CARE OF HOMEOWNER'S PETS**

- 7 The homeowner agrees:
  - 7.1 to provide written instructions as to the required care of the homeowner's pets; and
  - 7.2 to provide all food for the pets, or make provision for the house sitter to acquire food for the pets; and
  - 7.3 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.
  
- 8 The house sitter agrees:
  - 8.1 to carry out all the homeowner's instructions as to the care of the homeowner's pets.
  - 8.2 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.

**Veterinarian** ..... (see front page)

## **HOMEOWNER'S ACCESS TO THE PREMISES**

- 9 The homeowner, or contact, or any person authorised in writing by the homeowner, during the currency of this Agreement, may only enter the residential premises in the following circumstances:
  - 9.1 in an emergency (including entry for the purpose of carrying out urgent repairs); or
  - 9.2 if there is good reason for the homeowner to believe the premises are abandoned; or
  - 9.3 to inspect the premises, if the house sitter gets 7 days' notice (no more than 1 inspection per month); or
  - 9.4 for any other purpose, if the house sitter agrees.

## **CLEANLINESS, REPAIRS, AND DAMAGE TO THE PREMISES**

- 10 The homeowner agrees to make sure the residential premises are reasonably clean and fit to live in.
- 11 The house sitter agrees:
  - 11.1 to keep the residential premises as clean and tidy as at the start of this Agreement; and
  - 11.2 to notify the homeowner or contact as soon as practicable of any damage to the premises; and
  - 11.3 not to intentionally or negligently cause or permit any damage to the premises; and
  - 11.4 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.

## **URGENT REPAIRS**

- 12 The homeowner agrees to pay the house sitter, within 14 days of repossession, any reasonable costs which the house sitter has incurred for making urgent repairs (of the type set out below) so long as:
  - 12.1 the damage was not caused as a result of a breach of this Agreement by the house sitter; and
  - 12.2 the house sitter gives the homeowner, or contact, a reasonable opportunity to make the repairs; and
  - 12.3 the house sitter makes a reasonable attempt to have any appropriate trades-person named in this Agreement make the repairs; and
  - 12.4 the repairs are carried out, where appropriate, by licenced or properly qualified persons; and
  - 12.5 the house sitter 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 the house sitter pays for.
- 13 The type of urgent repairs to the residential premises for which the homeowner agrees to make payment are repairs to:
  - 13.1 a burst water service; or
  - 13.2 a blocked or broken lavatory system; or
  - 13.3 a serious roof leak; or
  - 13.4 a gas leak; or
  - 13.5 a dangerous electrical fault; or
  - 13.6 flooding or serious flood damage; or
  - 13.7 serious storm or fire damage; or
  - 13.8 a failure or breakdown of the gas, electricity, or water supply to the premises; or
  - 13.9 a failure or breakdown of any essential service for hot water, cooking, heating, or laundering; or
  - 13.10 any fault or damage that causes the premises to be unsafe or not secure.

**Trades-person/s, Contact/s** ..... (see front page)

## **CONTACT/S TO HOLD SPARE KEYS**

- 14 The homeowner agrees to provide a contact with copies of the key or opening device, for use by the house sitter in the event of:
  - 14.1 an inadvertent lockout situation; or
  - 14.2 loss of keys by the house sitter; or
  - 14.3 any other situation where spare keys may be required.

## **HOUSESITTER'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS**

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

## **HOUSESITTER NOT TO ASSIGN OR SUB-LET**

- 16 The house sitter agrees not to:
  - 16.1 assign the whole or part of the house sitter's interest under this Agreement; or
  - 16.2 sub-let the residential premises, without the homeowner's prior written permission; or
  - 16.3 have or permit a boarder or lodger (whether or not paying rent or board or other occupation fees).

## **TELEPHONES**

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

## **TERMINATION OF AGREEMENT**

- 18 The homeowner agrees:
  - 18.1 to give the house sitter at least 7 days notice of an early termination of this Agreement; and
  - 18.2 if the term of this Agreement is 6 months or more, then the homeowner agrees to give the house sitter at least 28 days notice of an early termination of this Agreement.
- 19 The house sitter agrees:
  - 19.1 not to vacate the premises prior to the date of termination without written permission from the homeowner or contact; and
  - 19.2 to give vacant possession of the premises to the homeowner or contact on the date of termination; and
  - 19.3 to return all keys and operating devices on the date of termination; and
  - 19.4 to provide the homeowner or contact with a forwarding address.
- 20 Both parties agree:
  - 20.1 if either party persistently breaches this Agreement, then the innocent party may terminate this Agreement on 24 hours notice.
  - 20.2 if the house sitter breaches clause 5, 6.3, or 16, then the homeowner may terminate this Agreement on 24 hours notice, even if the breach only occurred once, and even if the breach has been remedied.
  - 20.3 that termination of this Agreement does not affect the right of either party to recover any moneys due by virtue of this Agreement.



**PLEASE READ THIS AGREEMENT THROUGH CAREFULLY BEFORE AND AFTER SIGNATURE**

The homeowner and the house sitter enter into this Agreement and agree to all its terms.

**SIGNED BY THE HOMEOWNER**

.....  
(Signature of homeowner)

in the presence of .....  
(Name of witness)

.....  
(Signature of Witness)

**SIGNED BY THE HOUSESITTER**

.....  
(Signature of house sitter)

in the presence of .....  
(Name of witness)

.....  
(Signature of Witness)

**NOTE**

- A) It is advisable for the homeowner to take out a comprehensive policy of insurance covering his interest in the premises.
- B) It is advisable for the house sitter to insure his own possessions and insure against his liability for public risk as the occupier.