

HOUSE SITTING MUTUAL AGREEMENT

This HOUSE SITTING AGREEMENT is made on ____/_____/____

Between:

HOMEOWNER/S:

(“The Homeowner”)

And

HOUSESITTER/S: _____

(“The Sitter/s”)

Together referred to as “the Parties”

FOR THE PREMISES

SITUATED AT: _____

(“The Premises”)

1. The Homeowner hereby gives The Sitter licence to enter upon and occupy the Premises for a period of _____ days (“the Term”), beginning on _____ (“the Commencement Date”) and ending on _____ (“the Vacation Date”).
2. The Sitter agrees to enter The Premises on the Commencement Date, to live in and occupy the Premises for the Term of this agreement, and to vacate The Premises on the Vacation Date. The Sitters may be requested to extend their stay by _____
3. The Parties agree that no person other than The Sitter is permitted to live in or stay at The Premises during the specified Term or any part thereof, unless otherwise agreed to in writing by The Homeowner prior to the Commencement Date. Notwithstanding this clause, The Sitter’s pet _____ (name) is specifically permitted, with prior approval to accompany the Sitter for the duration of this house sitting arrangement.
4. The Homeowner agrees to allow The Sitter to occupy The Premises rent-free for the term of this mutual agreement, in return for the care and upkeep of The Premises by The Sitter, together with

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the carrying out of such other duties as are noted in the Schedule to this agreement.

5. As *'The Homeowner'* and *'The Sitter'* are receiving **no remuneration** they are not employees or contractors but volunteers, keen to enjoy the situation at *'The Premises'* while providing a valuable service to (The Homeowner). A situation of mutual benefit has been created. In these circumstances (The Homeowner) will not recognise any claim for personal injury that may arise during the period in question. The Homeowner' would expect *'The Sitter'* to carry their own insurance cover should they deem it necessary. *'The Sitter'* would expect *'The Homeowner'* to carry their own Home Property and Contents insurance cover should they deem it necessary.
6. The Homeowner agrees to make sure the residential premises are reasonably clean and fit to live in and the property and the animals are clear of infestations.
7. The Sitter agrees to take all reasonable steps in relation to the security, care and upkeep of The Premises, and to leave The Premises in a similar state of cleanliness and repair to that applying on the Commencement Date.
8. The Homeowner agrees to make payment, either directly to the service provider or as a reimbursement to The Sitter for the following urgent repairs:

 - a. Burst water service
 - b. Blocked or broken lavatory system
 - c. Serious roof leak
 - d. Gas leak
 - e. Electrical faults
 - f. Flooding or serious flood damage
 - g. Serious storm damage
 - h. Serious fire damage
 - i. Failure or breakdown of the gas, electricity, or hot water to the premises
 - j. Failure or breakdown of any essential service for hot water, cooking, heating or laundering
 - k. Any fault of damage that causes the premises to be unsafe or not secure
9. The Homeowner agrees to pay The Sitter, within 7 days of the end of the house sitting assignment, any reasonable costs that The Sitter has incurred for making repairs to the premises so long as

 - a. The Sitter was not in breach of this agreement when the damage occurred
 - b. The Sitter gives the home owner, or their nominated contact, a reasonable opportunity to make the repairs
 - c. The Sitter makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs
 - d. The repairs are carried out, where appropriate, by licensed or properly qualified persons
 - e. The Sitter gives the home owner, or their nominated contact person, written details of the repairs, including receipts for any costs that the Sitter has occurred
10. This mutual agreement may be extended by mutual agreement of The Parties, communicated either in writing, by telephone, or by email.
11. Nothing in this mutual agreement absolves The Parties from their statutory and common law duties and responsibilities, nor abrogates their legal privileges, rights and remedies in respect of the subject matter of this mutual agreement.
12. In the event that any dispute should arise in relation to this Housesitting mutual arrangement, The Parties agree to use their best endeavours to settle the matter in a fair and amicable manner.

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However, should any dispute arise which they are unable to resolve between themselves, The Parties agree in the first instance to have the dispute mediated by a mediator.

13. In the event that The Homeowner is unable to return and occupy the premises on or after the agreed vacation date, The Homeowner is to provide (Attachment 1, Schedule), in this mutual agreement, full contact details of another party for The Sitter to handover the pet (s) and the premises to.
14. The Homeowner is to complete the Attachment 1, “Schedule”, prior to the commencement of the House Sit.
15. This agreement is a mutual agreement and as no monies are exchanged other than for expenses in regards to costs incurred in the Housesitting assignment, this mutual agreement cannot be construed to be a legally binding contract and liabilities associated within contract law.
16. It is expected that The Homeowner has property and contents insurance and that The Sitter has personal travel or related insurances.

*SIGNED _____

(The Homeowner/s)

Witness

*SIGNED _____

(The Sitter/s)

Witness _____

ATTACHMENT 1. ” SCHEDULE”

Mobile contact, Skype Contact, Home Telephone number for The Homeowner Locally Abroad	
Email Address for The Homeowner	
Full address of property and guidelines to locating the property (e.g. Google Map link)	
In the event of a catastrophic event and The Homeowner cannot return home, contact details for persons to takeover the care of pets Contact details of person to takeover the care of the home and property	
In case of fire, flood, earthquake or natural disaster are there any items apart from the pets that	

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the Homeowners would like the Sitters to retrieve and take with them to safe ground	
Mobile Contact, Skype Contact and Email Contact for The Sitter	
Emergency Contacts for Sitter Family Friends In the event of a catastrophic event occurring to The Sitter/s whilst on the Assignment contact details for next of kin	
Date and Time of required arrival for The Sitter	
Date and Time of required departure for The Sitter	
Arrival details for The Sitter e.g. flight, boat, train, bus or taxi	
Will there be any family member or friends of the family visiting the property whilst The Sitters are insitu. If so, when and duration	
Description of Pets to be cared for, breed, name	

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and age	
Instructions for Pet #1 includes recommended feed, amount, times, medication	
Instructions for Pet #2 includes recommended feed, amount, times, medication	
Instructions for Pet #3, includes recommended feed, amount, times and medication	
Instructions for Pet #4, includes recommended feed, amount, times and medication	
What is your method of dealing with flea, worm and tick control? Please provide instructions.	
Location of Animal Documentation. These records could include immunisations, tattoo, microchip, medical history	
Vet Details i.e. Day Telephone number, Emergency Contact number and address and email contact	
Household Duties – Please	

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specify	
Garden Duties – Please specify	
Swimming Pool Duties – Please specify	
Waste and Recycling information – dates of recycle. In some third world countries waste e.g. toilet paper etc. has to be treated in a certain manner, please advise	
Other duties – please specify	
Electricity Provider Location of Electricity Meter	
Gas Provider Location of Gas Meter	
Plumber details Location of water stop cock	
Electrician details Location of Fuse Box/trips	
Handyman details	
Swimming Pool Company details	
Garden Maintenance	

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Company details	
Water Company	
Locksmith details	
Local Police Contact Number	
Local Fire Service Number	
Nearest Hospital with accident and emergency department	
Internet Provider, details of package	
Internet Wi-Fi password	
Instructions regarding handling of mail including utility bills payment. Please advise process and approximate due date.	
Full itinerary for The Homeowner including Flights and Hotels (can be attached as separate document)	
Recommended Taxi Drivers, name and contact details	
Are visitors allowed – please specify i.e. visiting for lunch or dinner or overnight or	

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longer visits	
<p>As we are travel bloggers and we report on our adventure (Housesitting and travels), are you happy with photos of your pets used in social media. We will not use any photos of your property or give out your address in any communication on social media. We will though provide your address to our emergency family and friends contact</p>	

INITIAL: THE HOMEOWNER/S _____

THE SITTING/S _____