

HOUSE & PET-SITTING AGREEMENT

TERMS OF AGREEMENT

THIS AGREEMENT is made on ____/____/____

BETWEEN

HOMEOWNER: _____

(Complete Address)

AND

HOUSE-SITTER: Chuck and Kimi Warner (“Warners”)
P.O. Box 228, Rancho Santa Fe, CA 92067

Other people who will ordinarily live at the premises _____

PETS: (Name/s)	Type of pet(s) (e.g., Labrador, Poodle)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Description of Pets:

Special Instructions for Pets: (include feeding scheduling and medications)

No persons or pets other than those listed above are permitted to live at the premises during the term of this Agreement.

PREMISES: The homeowners give the Warners permission to occupy the premises **rent-free**. *This is not a lease, and the parties agree that the Warners are granted permission to occupy and have no legal interest in the premises whatsoever.*

TERM: The term of this Agreement begins on ___/___/___ and ends on ___/___/___

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

TRADESPERSONS ("Urgent Repairs"):

Name	Trade/Service	Telephone Number	Account Number

VETERINARIAN CONTACT INFORMATION AND INSTRUCTIONS:

Name	Telephone Number	Comments/Instructions

HOMEOWNERS' CONTACTS FOR EMERGENCIES, ETC:

Name	Relationship	Telephone Number

INSTRUCTIONS FOR HOMEOWNERS' MAIL COLLECTION AND FORWARDING:

INSTRUCTIONS FOR LAWN, GARDEN AND POOL CARE:

INSTRUCTIONS FOR COMMUNICATION BETWEEN HOMEOWNERS AND WARNERS:

THE AGREEMENT

1. The homeowner agrees to give the Warners:

- 1.1. a copy of this agreement signed by both the homeowner and the Warners

2. The Warners agree to reimburse the homeowner:

- 2.1. for electricity (*if house-sitting assignment exceeds one month*); and
- 2.2. for gas (*if house-sitting assignment exceeds one month*); and
- 2.3. for all telephone and internet charges the Warner' incur during the term of this Agreement; and
- 2.4. Any such charges shall be paid to the homeowner within 7 days of written request, or before the Warners vacate the premises, whichever is earlier.

USE OF THE PREMISES

3. The Warners agrees:

- 3.1. not to use the premises, or cause or permit the premises to be used, for any illegal purpose;
- 3.2. not to cause or permit a nuisance; and
- 3.3. not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbors.

CARE OF THE PREMISES

4. The Warners agree:

- 4.1. 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.
- 4.2. not to keep any animal not belonging to the homeowner on the premises, unless agreed to and listed under Additional Terms.
- 4.3. to care for all items on the premises.
- 4.4. not to block any sink or drain and to regularly clean the bathroom, kitchen and appliances.
- 4.5. to maintain the grounds and garden in the **same** condition as at **the** start of this Agreement and remove all rubbish.

CARE OF HOMEOWNERS' PETS

5. The homeowner agrees:

- 5.1. to provide written instructions as to the required care of the homeowner's pets;
- 5.2. to provide all food for the pets, or make provision for the Warners to acquire food for the pets; and
- 5.3. 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.

6. The Warners agree:

- 6.1. to carry out all the homeowner's instructions as to the care of the homeowner's pets.
- 6.2. 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.

CLEANLINESS, REPAIRS, AND DAMAGE TO THE PREMISES

7. **The homeowner agrees** to make sure the residential premises are clean and fit to live in.
8. **The Warners agrees:**
 - 8.1. to keep the residential premises as clean and tidy as at the start of this Agreement; and
 - 8.2. to notify the homeowner or contact as soon as practicable of any damage to the premises;
and
 - 8.3. not to intentionally or negligently cause or permit any damage to the premises; and
 - 8.4. 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

9. **The homeowner agrees** to pay the Warners, within 14 days of repossession, any reasonable costs which the Warners incurred for making urgent repairs (of the type set out below) so long as:
 - 9.1. the damage was not caused as a result of a breach of this Agreement by the Warners;
 - 9.2. the Warners give the homeowner, **or contact**, a reasonable opportunity to make the repairs;
 - 9.3. the Warners make a reasonable attempt to have any appropriate tradesperson named in this Agreement make the repairs;
 - 9.4. the repairs are carried out, where appropriate, by licensed or properly qualified persons;
 - 9.5. the Warners give or try to give the homeowner, or contact, written details of the repairs, including the cost and receipts for anything they paid for.
10. **The type of urgent repairs** to the residential premises for which the homeowner agrees to make payment are repairs to:
 - 10.1. a burst water service; or
 - 10.2. a blocked or broken lavatory system; or
 - 10.3. a serious roof leak; or
 - 10.4. a gas leak; or
 - 10.5. a dangerous electrical fault; or
 - 10.6. flooding or serious flood damage; or
 - 10.7. serious storm or fire damage; or
 - 10.8. a failure or breakdown of the gas, electricity, or water supply to the premises; or
 - 10.9. a failure or breakdown of any essential service for hot water, cooking, heating, or laundering;
 - 10.10. any fault or damage that causes the premises to be unsafe or not secure.

CONTACTS TO HOLD SPARE KEYS

11. **The homeowner agrees** to provide a **contact** with copies of the key, for use by the Warners in the event:
 - 11.1. an inadvertent lockout situation; or
 - 11.2. loss of keys by the Warners; or
 - 11.3. any other situation where spare keys may be required.

TELEPHONES

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

TERMINATION OF AGREEMENT

13. The homeowner agrees:

- 13.1. to give the Warners at least 7 days notice of an early termination of this Agreement; and
- 13.2. if the term of this Agreement is 6 months or more, then the homeowner agrees to give the Warners at least 28 days notice of an early termination of this Agreement.

14. The Warners agree:

- 14.1. not to vacate the premises prior to the date of termination without written permission from the homeowner or contact; and
- 14.2. to give vacant possession of the premises to the homeowner or contact on the date of termination; and
- 14.3. to return all keys and operating devices on the date of termination; and
- 14.4. to provide the homeowner or contact with a forwarding address.

15. Both parties agree:

- 15.1. if either party breaches this Agreement, then the innocent party may terminate this Agreement on 24 hours notice.
- 15.2. that termination of this Agreement does not affect the right of either party to recover any moneys due by virtue of this Agreement.
- 15.3. participate in walk-through of property on date of termination to confirm the property has been turned over to homeowner in satisfactory condition.

ADDITIONAL TERMS

Additional terms and conditions (use a separate page if necessary):

PLEASE READ THIS AGREEMENT AND SIGN

The Homeowner(s) and Chuck and Kimi Warner enter into this Agreement and agree to all its terms.

SIGNED BY THE HOMEOWNER(s)

Date: _____

SIGNED BY THE CHUCK AND KIMI WARNER

Date: _____

Chuck Warner

Kimi Warner

NOTE

- It is advisable for the homeowner(s) to take out a comprehensive policy of insurance covering their interest in the premises.
- It is advisable for the Warners to insure their own possessions and insure against their liability for public risk as the occupier.