

YOUR BUSINESS NAME

Phone · Email · Website

Home Watch Service Agreement

Between a home watch provider and a property owner.

This is a starting template, not legal advice. Laws differ from state to state. Fill in the blanks, remove what does not apply, and have a licensed attorney in your state review it before you use it with clients.

The parties

Provider (business
name)

Provider contact name

Provider phone

Provider email

Client name(s)

Client phone

Client email

Client mailing address
while away

Property address

Start date

1. Services. Provider will visit the Property on the schedule below while it is unoccupied and visually check the conditions on the agreed visit checklist. After each visit, Provider will send Client a written report with photos by email.

2. What this service is not. Home watch is a visual check of conditions that can be readily seen during a visit. Under this Agreement, Provider is not acting as a home inspector, contractor, security guard or property manager. Provider does not move furniture, open walls, ceilings or equipment, or test systems beyond the checks on the visit checklist. Provider cannot guarantee that problems will not happen, or that a problem that starts between visits will be caught before it causes damage.

3. Visit schedule. Visits will take place:

☐ Weekly ☐ Every two weeks ☐ Monthly ☐ Other: _____

Season or service period: from _____ to _____. Provider may move a visit by up to _____ days because of weather, holidays or an emergency, and will tell Client when it does.

4. Fees and payment. Visit rate: \$_____ per visit, or \$_____ per month. Additional services, such as meeting a contractor, storm preparation or errands, are \$_____ per hour or as quoted in advance. Client will be billed:

☐ Monthly, after the visits ☐ Monthly, in advance ☐ Prepaid for the season

Invoices are due within _____ days. Accepted payment methods: _____.

5. Keys, codes and access. Client will give Provider the keys, codes and access details listed on the Key Holder and Access Authorization form. Provider will tag keys with a code instead of the address, store keys and codes securely and separately, not copy keys without Client's permission, and return everything when this Agreement ends.

6. When Provider finds a problem. Provider will contact Client using the contact order on the Client Intake Sheet. If Client cannot be reached and the problem is actively damaging the Property, such as a running water leak, an air conditioner that has failed in hot weather, or an open door, Client authorizes Provider to take reasonable steps to limit the damage. This includes shutting off water or power and calling a licensed vendor, and spending up to \$_____ without further approval. Client is responsible for vendor charges.

7. Vendors. Provider may recommend vendors but does not do repairs and is not responsible for a vendor's work. Client pays vendors directly unless both parties agree otherwise in writing.

8. Client responsibilities. Client will keep utilities on and the Property insured; tell Provider about known problems, alarm monitoring, and anyone else who has access; and tell Provider in advance when anyone will be staying at the Property.

9. Insurance. Provider carries general liability insurance of \$_____ and a bond or crime coverage of \$_____. Certificates are available on request.

10. Responsibility for damage. Provider is responsible for damage caused by its own negligence or misconduct while on the Property. Provider is not responsible for damage that would have happened regardless of the visits, or that began between visits and could not reasonably have been seen. Optional: Provider's total liability under this Agreement is limited to \$_____.

11. Ending the Agreement. Either party may end this Agreement with ____ days' written notice. Email counts as written notice. Fees for visits already made remain due, and any prepaid amount for visits not yet made will be refunded.

12. Privacy. Provider will keep Client's personal information, codes and photos of the Property confidential and use them only to provide these services.

13. Whole agreement and changes. This Agreement, the visit checklist, the Client Intake Sheet and the Key Holder and Access Authorization form make up the whole agreement. Changes must be in writing; an email from each party agreeing to the change counts.

14. Governing law. This Agreement is governed by the laws of the State of _____.

Acceptance

Sign below, or accept by email: if Provider sends this Agreement by email, Client may accept it by replying with the words "I agree." Both parties intend that reply to have the same effect as a signature.

Provider

Client

Signature _____

Signature _____

Printed name _____

Printed name _____

Date _____

Date _____