

## **Homesharing Agreement Model**

### **DEFINITIONS**

**The Householder:** The person who owns or is a tenant of the property and who is offering accommodation or financial support in exchange for some help.

**The Homesharer:** The person who is seeking accommodation and who is happy to offer help or low rent payment in exchange for accommodation.

**The Property:** The property owned or tenanted by the Householder

### **PARTIES TO THE AGREEMENT**

This Homesharing Agreement is between

#### **The Householder**

[Name of Householder] .....

[Address of Householder] .....

#### **And**

#### **The Homesharer**

[Name of Homesharer] .....

The agreement is facilitated by Homeshareworld.com. This Homesharing Agreement can only be amended with the approval of the parties involved.

### **THE TERMS OF THE AGREEMENT**

The Trial Homesharing Agreement will begin on [date when the Homesharer moves in to live with the Householder] and is for an initial period of [xxxxxxx]. The Agreement may be extended with the approval of both parties.

The agreement will be governed by the terms and conditions set out below

#### **General Terms of the Agreement**

1. Homesharing arrangements allow Householders and the Homesharers to share accommodation and family life. It provides benefits to both the Householder and the Homesharer. Despite of having several **Homeshare programs**, the basic concept is that the Homesharer is provided with affordable accommodation and the Householder with help with household and other agreed tasks. The homesharing arrangement also provides companionship and the opportunity to learn from each other

2. Homesharing is a voluntary arrangement. The Homeshare Agreement cannot be treated as and does not create a contract of employment.

3. The Homesharer occupies their room on a license arrangement. The Householder will respect the Homesharers' privacy but reserves the right to access the room if necessary. The Homesharer does not therefore have exclusive use of their room and their occupancy does not create a tenancy.

4. The Householder and the Homesharer are responsible for insuring their own possessions and insuring against any risks arising out of the homesharing arrangement.

5. The Householder is responsible for ensuring that their home is safe and free from hazard. The Homesharer has however a responsibility for safety in the home and is expected to act as a responsible household member.

6. Any dispute between the Householder and the Homesharer will be referred to the Homeshare Agreement. Both parties must resolve the dispute based on this agreement.

7. The Agreement may be reviewed on request by either party and in any case twice a year from [the date of the start of the Homesharing Agreement]. Amendments to the Agreement can only be made with the approval of both.

8. The Agreement may be terminated:

a. Upon 7 days notice during the first trial month and thereafter at any time by either party upon 2 weeks' (15 days) notice.

b. Immediately if householder or homesharer decides that there has been gross misconduct by either party, an irreconcilable breakdown, a serious breach of the Agreement or some other factor affecting the safe and satisfactory continuation of the homesharing arrangement. In that case the Homesharer will vacate the property immediately, leaving the property and the Householder's

possessions in good order and condition, returning any keys to the property to the Householder and paying any money owing.

9. Homeshareworld is not an agent for either the Householder the Homesharer. The website acts as a contact facilitator or database supporting both parties to find an acceptable housing arrangement.

10. Homeshareworld, its management and staff cannot be held responsible for any claims, damages or consequences that may arise from a homesharing arrangement.

11. Householder or homesharer could ask each other to facilitate documents, in order to guarantee safety issues, similar to: References, Educational and Professional Qualifications, Certificate of Good Conduct, Health Certificate...

**Terms specific to this homesharing arrangement:**

The Householder and the Homesharer have agreed:

1.To take part in the Homesharing program [name of the program].

- Low rent program(5-6hrs help/week):

[description of the accommodation to be provided]

[amount of rent to be paid by homesharer]

[number of hours per week agreed for homesharer to help householder]

[description of duties and how they are spread in the week]

- Free Accommodation program(10-12hrs help/week):

[description of the accommodation to be provided]

[number of hours per week agreed for homesharer to help householder]

[description of duties and how they are spread in the week]

- Financial support program (>12hrs help/week):

[description of the accommodation to be provided]

[number of hours per week agreed for homesharer to help householder]

[description of duties and how they are spread in the week]

[weekly amount of financial support for hours of help exceeding 12hrs week]

2. To respect each other's privacy and right to peaceful living arrangements.

3. To keep each other informed of normal hours of work/study/recreation and any anticipated periods of absence from home.

4. The Homesharer and the Householder will ensure that each knows when the other is going to be late or away.

5. That the Homesharer may have used or shared use of the following parts of the property and the Householder's possessions:

[Detail to be agreed]

The Homesharer will keep their own room and the Householder's possessions of which they have use in good order and clean and tidy.

6. That the Homesharer will assist the Householder with the following:

[Detail to be agreed]

Assistance will be provided flexibly to suit the requirements of both parties.

7. The following arrangements, including payment, for the purchase and storage of food and preparation of meals:

[Detail to be agreed]

8. The following arrangements, including payment, for the purchase of cleaning products, house cleaning and laundry:

[Detail to be agreed]

9. The following arrangement for payment of household utilities (gas, electricity, water)

[Detail to be agreed]

10. The following arrangements about the telephone, television and internet Services

11. The following 'house rules':

[To cover smoking, alcohol, loud music or television, late night music or television and any other area important to both parties]

12. Any limitations on friends visiting the Homesharer at the property

[Does the Homesharer need to seek permission; will the Householder wish to meet the friends; can friends stay late or overnight]

13. That any gifts that they give each other will be limited to inexpensive presents at traditional times

14. That the Homesharer cannot be a beneficiary under the Householder's will and vice versa.

15. That at the end of this agreement the Homesharer will vacate the property, leaving it and householder's possessions in good order and condition, returning keys to the property to the Householder and pay any money owing.

16. This Homeshare Agreement does not constitute a tenancy.

## **17. MISCELLANEOUS PROVISIONS**

**1. If the agreement has been concluded for an unspecified period, it may be terminated by either party with two weeks' notice.**

Regardless of whether the period concerned is specified or not in the event of serious misconduct by one of the parties, the other party may immediately terminate the agreement. Either of the parties may also terminate the agreement with immediate effect if serious circumstances make such instant termination necessary.

This agreement has been drawn up in three copies:

- One to be retained by the householder,
- One to be retained by the homesharer,
- One to be deposited with.....

I agree to the terms and conditions of this Homesharing trial agreement

**The Householder**

Name of Householder: .....

Signature of Householder: .....

**Witness to signature of Householder:**

Name: .....

.....

Address: .....

Signature: .....

Date: .....

**The Homesharer**

Name of Homesharer: .....

Signature of Homesharer: .....

**Witness to signature of Homesharer:**

Name: .....

Address: .....

.....

.....

Signature: .....

Date: .....

**TRIAL PERIOD**

Following the Trial Homesharing Agreement, I agree to the general terms of the Homesharing Agreement and to the following amendments to the specific terms of the Agreement.

(Please list any amendments)

The revised Homesharing Agreement period will begin on [date when the Homesharing trial period has expired and any amendments to the Agreement have been agreed) and is for a period of [xxxxxxx Note: Could be ongoing). The Agreement may be extended or amended with the approval of both parties.

The Agreement will be governed by the terms and conditions set out before, taking into account any additional amendments agreed at the end of the trial period.

I agree to the terms and conditions of the Homesharing Agreement:

**The Householder**

Name of Householder: .....

Signature of Householder: .....

**Witness to signature of Householder:**

Name: .....

Address: .....

Signature: .....

Date: .....

**The Homesharer**

Name of Homesharer: .....

Signature of Homesharer: .....

**Witness to signature of Homesharer:**

Name: .....

Address: .....

Signature: .....

Date: .....