

# CARETAKER AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Caretaker (Service Provider) Full Name: \_\_\_\_\_

Caretaker Address: \_\_\_\_\_

Caretaker Phone/Email: \_\_\_\_\_

## Owner (Client) Information:

Owner Full Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Phone/Email: \_\_\_\_\_

## Property Details:

Address of Property to be Cared For: \_\_\_\_\_

Description of Property: \_\_\_\_\_

## Term of Agreement:

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

## Services to be Provided:

Caretaker agrees to perform the following services: regular inspection, maintenance, security monitoring, lawn and garden care, snow removal, mailbox collection, and any other agreed upon services as described in the attached Schedule of Services.

## Compensation:

Payment Amount: \_\_\_\_\_ USD

Payment Terms and Schedule: \_\_\_\_\_

## Caretaker Obligations:

Caretaker shall use reasonable care in the performance of the services and shall notify Owner promptly of any issues or damages noticed on the property. Caretaker shall maintain proper licenses and insurance as required by law.

## Owner Obligations:

Owner shall provide access to the property and any necessary keys or codes to enable Caretaker to perform services. Owner shall pay compensation timely as agreed and provide all necessary information for proper performance.

## Term and Termination:

This Agreement shall commence on the Start Date and continue until the End Date or until terminated by either party

with \_\_\_\_ days written notice. Termination for cause may occur immediately upon a material breach by either party.

**Indemnification and Liability:**

Caretaker agrees to indemnify and hold harmless Owner from any claims arising from Caretaker's negligence or willful misconduct. Owner shall maintain insurance on the property and is responsible for insuring against all risks.

**Insurance:**

Caretaker shall maintain general liability insurance with minimum coverage of \$\_\_\_\_\_ and provide proof of insurance to Owner upon request.

**Confidentiality:**

Caretaker shall keep all information concerning the property and Owner strictly confidential and not disclose it to any third party except as required by law.

**Independent Contractor:**

Caretaker is an independent contractor and nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

**Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of law principles. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Dispute Resolution:**

Any dispute arising out of or relating to this Agreement shall be resolved first through good faith negotiations, and if unresolved, through mediation in \_\_\_\_\_ County, \_\_\_\_\_. If mediation fails, either party may seek relief in a court of competent jurisdiction.

**Severability:**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

**Entire Agreement:**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**Amendments:**

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

**Notices:**

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic mail with confirmation, to the addresses set forth above or such other addresses as designated by written notice.

**CARETAKER'S SIGNATURE**

**OWNER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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