

PLEASE NOTE: These forms are furnished as a guideline only. They may not be applicable to your personal situation but may be taken in consideration when establishing an agreement between home exchange parties.

Home Exchange Agreement Guideline

We, the undersigned, agree to the following conditions for the exchange of accommodations. This agreement is between _____ and _____. Each an Owner of his/her respective property and Tenant of the other's property.

1. PREMISES AND OWNERS' INFORMATION

The owners and homes to be exchanged are as follows:

Name: _____

Listing # _____

Address: _____

Email: _____

Telephone Contact: _____

Emergency Contact Name: _____

Emergency Contact Telephone: _____

-AND-

Name: _____

Listing# _____

Address: _____

Email: _____

Telephone Contact: _____

Emergency Contact Name: _____

Emergency Contact Telephone: _____

2. TERM

The dates for the exchange of accommodations will be:

from _____ to _____ (DD/MM/YYYY).

3. HOME INSURANCE/LOCAL FEES

Each Owner will pay all respective insurance fees (house & contents) in her/his own country. Tenant acknowledges that Owner will not provide insurance coverage for Tenant's property, nor shall Owner be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise. Each Owner will pay all respective land rates or property taxes, mortgage, body corporate fees, TV/Radio/Internet License, Fire, Police, Ambulance and Services Levy in her/his own country.

4. UTILITIES

All utility fees incurred by the Owner before the exchange will be paid by the respective Owner. Tenant will be responsible for arranging and paying for all utility services required on the premises, with exception to services the Owner has agreed to provide as listed here: _____. Tenant shall not default on any obligation to a utility provider for utility services at the House.

5. CONDITION OF PREMISES

The house, its fittings and appliances should be left in a maintenance-free condition and in good working order at the commencement of the rental by the Owner. Detailed instructions for the appliances and equipment will be provided.

6. MAINTENANCE AND REPAIR

A. The Tenant is responsible for maintaining the house and appurtenances in good and sanitary condition, which includes incurring minor upkeep and cleaning costs (such as replacing burnt out light bulbs). Additionally, the Tenant is responsible for any costs to the house, its fittings, appliances and contents whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor. Broken/damaged articles should be replaced by articles of equivalent quality.

B. The Tenant is responsible for maintaining the lawns, gardens, and pool if the Owner has specified that these tasks are required of the Tenant.

C. The Owner is responsible for any costs incurred for the house, its fittings, appliances and contents that can be attributed to normal wear and tear. The Tenant agrees to promptly contact the Owner or the Owner's Agent who will authorize that the necessary repairs will be carried out. Accounts for any such costs will be forwarded to the Owner or the Owner's Agent for payment.

D. All items used by the Tenant and persons admitted to the home should be left in a state of good repair at the conclusion of the exchange/rental.

7. RIGHT OF INSPECTION

The Users will permit the Owners or the Owners' Agents, after 24 hours notice or without notice if there is an emergency, to enter the premises to examine the condition of the premises, furniture and effects.

8. ASSIGNMENTS AND SUBLETTING

Neither Tenant shall sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining Owner's written permission. Approval for long-term visitors to stay in the house should be obtained from the Owner and the number of tenants who will be staying in the house should be discussed and agreed upon beforehand. Nurses or maids required to care for the Tenants during an illness are an exception from this provision.

9. SECURITY

Both premises are always to be securely locked when unoccupied. In addition to being a safety measure, this is necessary to comply with conditions of insurance. Should tenants lock themselves out of the dwelling and be unable to gain access through their own resources, they may call upon professional locksmith or the Owners. In either case, they are responsible for payment of the charges and/or damages involved.

10. PETS

If applicable, pets are to be cared for according to the Owners' instructions. Additional pets are allowed on the premises only by obtaining the Owner's written permission first. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve and so long as Owner is notified in advance in writing of the circumstances.

11. SMOKING

Smoking is not permitted unless otherwise specified by the Owner.

12. PERSONAL STORAGE SPACE

Space in closets and drawers will be provided for the Tenant's use during the exchange.

13. ACCOUNTS RECEIVABLE

At the conclusion of the rental, any unpaid accounts for which the Tenant is responsible are to be forwarded to the Tenant's home address.

14. SURRENDER OF PREMISES

At the expiration of the agreement, respective Tenants shall quit and surrender the Homes. The Tenants will clean the respective Owner's home or pay for the Owner's house-cleaning service so that at departure, the home is in the same condition as at arrival.

15. MAIL

Any mail delivered for the Owners is to be forwarded per the Owners' instructions.

16. EARLY RETURN

In the event that one party returns home prior to the completion date of the exchange the following accommodation arrangements and payments have been agreed to:

(Decide where the parties will live, who will be responsible for the payment of rent and the continued payment of utilities/services in the vacated premises e.g. utilities that must be maintained to prevent freezing of pipes, overheating, lawn maintenance, etc.)

17. USE OF ADDITIONAL FACILITIES

(e.g., clubs, membership cards, pools, extra homes, boats that are offered during the home rental)

18. ARRANGEMENTS FOR KEYS

(e.g., mailing them beforehand or leaving them with a neighbor)

19. OTHER POINTS MUTUALLY AGREED UPON

It is understood and agreed by both parties that the exchange of homes for vacation purposes is a noncommercial arrangement. The other party is a guest for the specific period. This confirmation letter contains the entire agreement. If both parties approve of the above statements, please return one signed copy of this letter and keep one for your records.

Agreed to by:

Name: _____ Signed: _____

Date: _____

Agreed to by:

Name: _____ Signed: _____

Date: _____

Effective Date _____

Ending Date _____