TERMS AND CONDITIONS OF 26 Folsom LLC

26 Folsom LLC
Last Updated: November 2, 2026

These Terms and Conditions ("Terms") govern all reservations, bookings, stays, and use of any short-term rental property listed, marketed, owned, operated, or managed by **26 Folsom LLC** ("Company," "we," "our," or "us").

By making a reservation through this website, entering a property, or staying at a property, you ("Guest") agree to be bound by these Terms, the applicable Rental Agreement, the House Rules, the Privacy Policy, and any policies or disclosures provided at booking (collectively, the "Agreement"). If you do not agree, you may not book, enter, or occupy any property.

For purposes of these Terms, **"**Property**"** means the specific short-term rental property identified in your reservation and Rental Agreement. These Terms apply to each individual reservation and booked Property.

1. ELIGIBILITY AND ACCEPTANCE OF TERMS

By booking, Guest represents and warrants that:

- Guest is at least 30 years old
- Guest has legal capacity to enter into a binding agreement
- All information provided at booking is true, accurate, and complete
- The reservation is for lawful, temporary residential lodging purposes only

We reserve the right to refuse or cancel reservations for misrepresentation, legal restrictions, or safety concerns, in accordance with the Rental Agreement and applicable law.

2. RESERVATION PROCESS AND CONFIRMATION

Booking Requests

A booking request constitutes an offer to rent a Property under these Terms. We are not obligated to accept any reservation request.

Reservation Confirmation

A reservation is **not confirmed** until all of the following have occurred:

- Required payment is received
- Guest executes the required Rental Agreement
- Written confirmation is issued by the Company

Automated emails, payment receipts, or booking acknowledgments alone do not constitute final acceptance.

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Guest Verification
We may request identity verification, additional documentation, or screening prior to confirming a reservation. Any screening will be conducted in compliance with applicable law and may be performed by third-party service providers.

3. RENTAL AGREEMENT REQUIRED (CONTROLLING DOCUMENT)

A separate Rental Agreement must be signed prior to check-in. The Rental Agreement contains property-specific terms, including occupancy limits, cancellation policies, house rules, fees, deposits, monitoring disclosures, and check-in and check-out requirements applicable to the booked Property.

IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND THE RENTAL AGREEMENT, THE RENTAL AGREEMENT CONTROLS. Failure to execute the Rental Agreement may result in cancellation of the reservation without refund.

4. RATES, FEES, TAXES, AND PAYMENT TERMS

Rates
Rates are subject to change until a reservation is confirmed. The confirmed rate is the rate in effect at the time of acceptance.

Fees and Taxes
Rates may not include, without limitation:

- Lodging, occupancy, or tourism taxes
- Cleaning fees
- Security deposits
- Pet fees (if applicable)
- Parking fees or additional guest fees

Guests are responsible for all applicable taxes and government-imposed fees associated with the reservation or occupancy of the Property, whether collected at booking or remitted on the Guest's behalf.

Payments
Payment schedules, deposits, and accepted payment methods are disclosed at booking and governed by the Rental Agreement. Guest represents that all payment information provided is accurate, authorized, and valid.

5. CANCELLATIONS, NO-SHOWS, MODIFICATIONS, AND TRAVEL INSURANCE

Cancellation Policy
Cancellation rights, refund eligibility, and deadlines are governed exclusively by the Rental Agreement or the cancellation policy disclosed at booking.

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No-Shows
Failure to arrive is treated as a cancellation and is non-refundable except as expressly provided in the Rental Agreement.

Booking Modifications
Requests to modify a confirmed reservation (including date changes, guest count changes, or other alterations) are subject to availability and approval. Approved modifications may result in additional charges, fees, or taxes. Guest agrees to pay all amounts due in connection with any modification before it takes effect.

Travel Insurance
Guests are strongly encouraged to purchase travel insurance to protect against unforeseen events, including illness, weather disruptions, personal emergencies, travel delays, or public health events. Travel insurance may cover non-refundable amounts under certain circumstances.

Company Cancellation Rights
We may cancel a reservation due to property damage, emergency repairs, force majeure events, safety concerns, or legal restrictions, in accordance with the Rental Agreement and applicable law.

6. OCCUPANCY, USE, AND HOUSE RULES

Occupancy
Maximum occupancy limits apply at all times. Only guests disclosed at booking may occupy the Property. Additional occupants or visitors require prior written approval.

House Rules and Code of Conduct
Guests must comply with all House Rules, which are incorporated by reference and form part of this Agreement. Guests agree to conduct themselves—and ensure their invitees conduct themselves—in a respectful, lawful manner that does not interfere with neighbors, the community, or the Property. Guests are responsible for the acts and omissions of all occupants, visitors, and invitees and are liable for any violations or damages caused by such persons. Material violations may result in fines, additional charges, termination of the stay without refund, and denial of future bookings.

7. CHECK-IN AND CHECK-OUT

Standard check-in and check-out times apply unless otherwise approved in writing. Early check-in or late check-out is subject to availability and may incur additional charges. Guests must report any pre-existing damage or issues within the timeframe specified in the Rental Agreement.

8. PROPERTY USE AND CONDUCT

The Property is provided for temporary lodging only. Commercial use, unlawful activity, subletting, or disruptive behavior is prohibited.

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Guests agree to:

- Use the Property responsibly and lawfully
- Comply with all applicable laws, ordinances, HOA rules, and community regulations
- Respect neighbors and community standards
- Leave the Property in substantially the same condition as found

9. SAFETY AND MONITORING DEVICES

The Property may be equipped with safety and monitoring devices, including:

- Smoke and carbon monoxide detectors
- Exterior security cameras
- Noise monitoring devices that measure sound levels only
- Environmental or air-quality monitoring devices

No cameras or recording devices are placed inside the Property. Use of the Property constitutes acknowledgment of these disclosures as permitted by law and applicable platform standards.

10. ASSUMPTION OF RISK AND LIMITATION OF LIABILITY

Guests acknowledge that use of the Property involves ordinary risks associated with residential lodging, including stairs, outdoor areas, weather conditions, amenities, and household features. Guests assume all risks related to their stay and use of the Property.

To the fullest extent permitted by law, the Company is not liable for personal injury, property damage, lost or stolen items, utility interruptions, service outages, system errors, or acts of third parties. The Company's total liability for any claim related to the reservation or stay shall not exceed the total amount paid for the reservation.

11. DAMAGES, LOSSES, AND SECURITY DEPOSIT

Guests are responsible for damage or loss caused by themselves or their invitees beyond normal wear and tear, including excessive cleaning or missing items. The Company may charge the payment method on file for such costs and will provide an itemized summary upon request.

Security deposit terms, if applicable, are governed by the Rental Agreement.

12. INDEMNIFICATION

Guest agrees to indemnify, defend, and hold harmless the Company, its owners, managers, agents, and affiliates from any claims, damages, losses, liabilities, fines, penalties, or expenses (including reasonable attorney fees) arising from:

- Guest's stay or use of the Property
- Violation of this Agreement, the Rental Agreement, or House Rules

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- Guest negligence, misconduct, or the acts of Guest's invitees

13. THIRD-PARTY LINKS AND SERVICES

The website may contain links to third-party websites, services, or resources. We do not control and are not responsible for the availability, accuracy, or content of such third-party sites. Use of third-party services is at your own risk.

14. PRIVACY AND DATA SHARING

Personal information is collected and used in accordance with our Privacy Policy. The Company may share information with service providers and partners (including payment processors, tax authorities, insurance providers, and analytics vendors) solely for reservation fulfillment, compliance, and service delivery.

15. FORCE MAJEURE

The Company is not liable for failure to perform due to events beyond its reasonable control, including natural disasters, government actions, public health emergencies, severe weather, utility outages, or other force majeure events.

16. DISPUTE RESOLUTION AND ARBITRATION

Guest and Company agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Rental Agreement, the reservation, the Property, or Guest's stay shall be resolved by binding arbitration.

The arbitration agreement contained in the Rental Agreement is incorporated into these Terms by reference and governs all arbitration procedures, rules, administrator selection, location, cost allocation, and any class or representative action waiver.

Arbitration shall be conducted on an individual basis only, to the fullest extent permitted by law. In the event of any conflict, the arbitration provision in the Rental Agreement controls. By agreeing to arbitration, the parties waive the right to a trial by jury.

17. GOVERNING LAW AND STATE-SPECIFIC TERMS

This Agreement shall be governed by and construed in accordance with the laws of the state in which the booked Property is physically located, without regard to conflict-of-law principles.

Certain states provide guests with additional rights that cannot be waived. Nothing in this Agreement is intended to limit such rights where applicable. Where state-specific provisions conflict with these Terms, applicable state law controls.

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18. MULTIPLE PROPERTIES

The Company may list, manage, or operate multiple short-term rental properties. Availability, amenities, rules, pricing, and conditions vary by Property. No two Properties are guaranteed to be identical.

19. MISCELLANEOUS

Entire Agreement: These Terms, the Rental Agreement, House Rules, and Privacy Policy constitute the entire agreement.

Severability: If any provision is held invalid, the remaining provisions remain enforceable.

Assignment: You may not assign your rights under these Terms. We may assign our rights to any party.

No Waiver: Our failure to enforce any provision does not waive our right to enforce it later.

20. CONTACT INFORMATION

For questions about these Terms or your reservation:

26 Folsom LLC
Email: CapeMayBeachHouseRentals@gmail.com
Address: 26 Folsom Ave, Cape May, NJ 08204
Phone:914.474.7780
Website: https://capemaybeachhouserentals.com/

ACKNOWLEDGMENT

By completing a reservation, entering a Property, or staying at a Property, you acknowledge that you have read, understood, and agree to be bound by these Terms and the required Rental Agreement.

Effective Date: These Terms are effective as of November, 2 2026 and apply to all reservations made on or after this date.

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