



Yeadon Properties LLC – Vacation Rental Agreement

THIS IS A VACATION RENTAL AGREEMENT UNDER THE NORTH CAROLINA VACATION RENTAL ACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT ARE DEFINED BY LAW AND INCLUDE UNIQUE PROVISIONS PERMITTING THE DISBURSEMENT OF RENT PRIOR TO TENANCY AND EXPEDITED EVICTION OF TENANTS. YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

1. **PAYMENTS:** Please make payments in the form of traveler’s checks, bank money orders or cashier’s checks payable to Yeadon Properties LLC. If you prefer to use a credit card, we accept the four major cards. Online bank transfers, wires, and electronic payment apps like Venmo and CashApp are also accepted.

*If you booked through Airbnb, you may be charged 100% up front.

Your reservation total is reflective of current local tax rates*; however, you are ultimately responsible for the tax rate that is charged at the date of your check out. If the tax rate were to decrease, we will issue a refund. Likewise, if the tax rate increases, you will be subject to the additional charge. We will notify you of any changes as soon as possible.

*If you booked through Airbnb, local taxes are being collected automatically by Airbnb and remitted on our behalf; therefore, they are not included in your total.

2. **CANCELLATIONS*:** Guests can cancel until 24 hours before check-in for a full refund.



* Email constitutes effective written notice and is governed by the timestamp of email receipt.

5. DAMAGE: Your credit card information will be kept on file but will not be charged unless damages are accrued during your stay and assessed at inspection. You will be notified if damages and charges are to be assessed.

a. No damage is done to unit or its contents, beyond normal wear and tear.

c. All debris, rubbish and discards are placed in waste baskets, and soiled dishes are placed in the dishwasher.

e. All charges accrued during the stay (e.g. pay per view movies) are paid prior to departure.

f. No linens are lost or damaged.

g. NO Early check-in or late check-out without prior approval.

h. The renter is not evicted by the owner (or representative of the owner) or the local law enforcement.

NOTE: Guests are financially responsible for any and ALL damages to the property during their stay. Guests understand that there is NO limit to their financial responsibility. Any and ALL damages will be charged to the credit card on file.

6. MINIMUM AGE: All renters and/or guarantors must be 25 years of age, or older. A parent or legal guardian must accompany all children and guests under the age of 21. No house parties are allowed. Additional fees will be assessed for underage renters.

7. FALSIFIED RESERVATIONS: Any reservation obtained under false pretense will be subject to forfeiture of all payments, deposit and/or rental money, and the party will not be permitted to check-in.



8. WRITTEN EXCEPTIONS: Any exceptions to the above-mentioned policies must be approved in writing in advance.

9. MAXIMUM OCCUPANCY: You must abide by the maximum occupancy limits of the property that you book, as listed in your guest portal. If you would like to have additional guests during your stay, please reach out to Yeadon Properties LLC for more information. If permissible, there will be additional fees and protocols that need to be reviewed with you. If you host more than the maximum occupancy at any point during your stay without prior approval, the maximum event fee amount will be charged to the card on file. Additionally, guests may be fined for damages, wear-and-tear or other adverse effects to the property from unauthorized usage.

11. CHECK IN/CHECK OUT TIMES: CHECK-IN TIME IS AFTER 3 P.M. EST AND CHECK-OUT IS 10 A.M. EST. No early check-ins or late check outs without prior arrangement with Yeadon Properties LLC. (You may be charged a \$50 fee for every 30 minutes past checkout time, IF, you have not received prior permission for late check-out*.)

*Please inquire if you would like to request early check-in or late checkout.

12. NO SMOKING: This is a NON-SMOKING rental. If evidence of smoking is found, a \$500 cleaning fee will be assessed.

14. LOST ITEMS: If anyone in your group leaves behind an item, we are happy to return it to you as quickly as possible. We understand these things happen on occasion and will assist in any way possible; however, there will be an additional fee for this service, simply to cover our time/costs in handling. This fee will include a \$35 handling fee, (for our time), plus any shipping costs, which we will not know until the item has been shipped. This may be charged to the card we have on file for you or another card if provided.

16. MAINTENANCE ISSUES: Yeadon Properties LLC spends a great deal of time and effort ensuring the integrity and upkeep of all the systems in all of our



homes, but even so, sometimes “things break”. When this occurs, Yeadon Properties LLC will make every effort to correct the situation, and/or make your stay as comfortable as possible considering the circumstances. Yeadon Properties LLC cannot be held responsible for any “system” breakdown, including but not limited to any appliances or amenities. Except as provided in the “MANDATORY EVACUATIONS” section below, if, at the time the guest is to begin occupancy of the property, Yeadon Properties LLC cannot provide the property in a fit and habitable condition or substitute a reasonably comparable property in such condition, Yeadon Properties LLC shall refund to the tenant all payments made by the tenant.

17. MANDATORY EVACUATIONS: If State or local authorities order a mandatory evacuation of an area that includes this property, the guest under the vacation rental agreement, whether in possession of the property or not, shall comply with the evacuation order. The guest shall not be entitled to a refund from Yeadon Properties LLC.

18. STORM POLICY/ROAD CONDITIONS: In the event of a storm, Yeadon Properties LLC will make every effort to ensure the property is accessible for your stay; however, no refunds will be given for storms or other “natural events” or “natural disasters”, such as blizzards, hurricanes, etc; so long as the property remains fit and habitable. We do not issue any refunds due to road conditions or other effects from storms or other events.

19. EXPEDITED EVICTION: This agreement is subject to the “Expedited Eviction Proceedings” dictated in the North Carolina Vacation Rental Act. The exact verbiage is provided later in this agreement for your review.

20. NC VACATION RENTAL ACT: This agreement is covered by the NC Vacation Rental Act. If you have any questions please contact us, and/or refer directly to the [NC Vacation Rental Act](#).

21. LIABILITY WAIVERS: Our property includes various features and amenities for which we require liability waivers. These items include pools,



fragile furnishings, and general outdoor areas where caution should be exercised at all times. All of these waivers are included for your review and signature.

22. NEIGHBORHOOD: Please drive slowly, be polite and courteous, and keep noise and such to a minimum. Unacceptable behavior will be met with possible eviction.

23. FIREARMS: Guns are permitted but must be stored appropriately at all times. Use of guns, firearms or any incendiary or explosive device is expressly prohibited on the property. Any violation of this may result in full forfeiture of any remaining nights and NO refunds. Charges for our time may also be charged towards the security deposit. Any discharge of a firearm may additionally involve the local police and both civil and/or criminal charges being filed.

24. SECURITY CAMERAS: There are security cameras placed around the exterior of the property. The video is for security only and will not be used for personal use or marketing purposes. Security cameras are not located within the house.

26. PARKING: Guest must abide by the parking guidelines provided in your guest portal. Yeadon Properties LLC is not responsible for theft inside cars during your stay.

27. TECHNICAL ISSUES: Due to rare technical issues, all online rates and reservations are not final until approved by Yeadon Properties LLC.

Acceptance

YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE



AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.

By signing this document, you are submitting an electronic signature. Please carefully read the entire contract prior to submitting an electronic signature.

If you prefer to submit a written signature you may do so by printing this contract, signing each applicable page, and returning it, in full, to Yeadon Properties LLC in one of the following ways:

1. Scan the signed contract to your computer and email it to:
info@yeadonpropertiesllc.com

2. Mail the signed contract to:

Yeadon Properties LLC

2217 Matthews Township Parkway, Ste D, #161

Matthews, NC 28105

NOTE: If you choose to send check payment via any method other than standard USPS mail (certified mail, FedEx, UPS, etc), please make prior arrangements to ensure your package is received appropriately.

If you prefer, we can also print off a copy of this contract and mail it to you. If you would like for us to do this, please let us know and provide us with the address to which the contract should be sent.

Additional Waivers

Pet Policy for Pet-Free Home:

By signing this agreement, you recognize and confirm that you have read all of the Rules and Regulations, but also have specifically read, understand, and



will abide by the policies regarding NO pets. Specifically, that we have a “NO pets” policy, and that this policy is strictly enforced.

By agreeing to these terms and conditions, you understand and accept that you will be charged a \$500 fee for any violations of this policy, and additionally, may be asked to leave the property if you violate this specific rule.

We have these policies in effect for our guests’ safety, hygiene, and well-being. Our goal is to provide a very luxurious, safe, and highly enjoyable experience for all of our guests, and we appreciate your cooperation and assistance.

Child Safety and Liability Waiver for homes with upscale furnishings:

Guest specifically acknowledges that the property to be rented is decorated with “high end” furnishings and décor and has not been “child-proofed” and is not set up as specifically “child-friendly.”

If Guest chooses to bring a child, (or children), to the property, then Guest agrees to pay for any and all actual damages, if any, caused by such child. This includes any necessary repair and/or replacement of item, if repair to previous condition is not possible. The total cost of any such damages will still be the responsibility of the Guest.

Guest agrees to this condition and agrees to supervise any child at all times while in the home. Guest further agrees to hold Yeadon Properties LLC harmless and to indemnify Yeadon Properties LLC for any injuries to child while in and/or on the Property.

Pool Liability Waiver:

Guest specifically acknowledges that the property to be rented has an in-ground swimming pool for use by guests (in season), and that the use of the pool and surrounding area are at the guests “own risk”. Guests assume full responsibility and liability for usage of these facilities. When not “in



season”, Guest is responsible for safety and avoidance of pool area by everyone staying or visiting home.

If Guest chooses to bring a child, (or children), to the property, then Guest agrees to accept full responsibility for child’s safety. This includes use and access to the swimming pool. There are NO lifeguards on duty, and Guests are solely responsible for monitoring children and others at ALL times. Yeadon Properties LLC accepts NO responsibility for anyone’s safety, nor liability for misuse or accidents.

Guest agrees to all these conditions and agrees to supervise any child or others at all times while staying at the home. Guest further agrees to hold Yeadon Properties LLC harmless, and to indemnify Yeadon Properties LLC for any injuries to anyone while using the pool, the pool area, and in the home and/or on the Property.

Additionally, Guest agrees to accept full responsibility for damages to the pool, equipment, and deck area. This includes any necessary repair and/or replacement of item, if repair to previous condition is not possible. The total cost of any such damages will still be the responsibility of the Guest.

Property Liability Waiver:

Guest specifically acknowledges that the property to be rented is at the guests “own risk”. Guests assume full responsibility and liability for usage of these facilities.

If Guest chooses to bring a child, (or children), to the property, then Guest agrees to accept full responsibility for child’s safety. This includes use and access to the property. Guests are solely responsible for monitoring children and others at ALL times. Yeadon Properties LLC accepts NO responsibility for anyone’s safety, nor liability for misuse or accidents.



Guest agrees to all these conditions and agrees to supervise any child or others at all times while staying at the property. Guest further agrees to hold Yeadon Properties LLC harmless, and to indemnify Yeadon Properties LLC for any injuries to anyone while using the acreage, and in the home and/or on the Property.

Residential Area:

Your experience is our top priority; in concert with this is our relationship, we also take our relationship with the neighbors and property owners very seriously. While we ask that you respect the property and possessions available for your use during your stay, we also remind you to respect the neighbors in the community as they are also allowing you to visit. This home is in a residential area with neighboring homes, so please keep that in mind at all times, and respect the quiet and privacy of the neighbors.

To that end, please observe the following rules:

1. Out of respect to neighbors, do not gather outside of the property after 11 pm on weekend evenings (Friday, Saturday and before federal holidays) or after 10 pm on weeknights (Sunday through Thursday, aside from federal holidays).
2. All vehicles must be parked in the designated parking space.
3. No more than the maximum occupancy are allowed on the property at any time unless you receive express written permission from Yeadon Properties LLC to allow an exception. No third parties (people not staying at the property as guests) are allowed without express written permission.
5. Be considerate of the volume of music at all hours, especially when outside.
6. Maintain general courtesy for neighbors on their property or walking or driving around.



In efforts to ensure that you have a great time, if a complaint is made regarding your stay, we will notify you immediately; however, the neighbors do have the right to involve the authorities if they deem necessary. Reports of excess noise may be considered breach of contract and you may be subject to the expedited eviction proceedings, per the NC Vacation Rental Act. Again, we share all of this only to ensure that you have a spectacular, uninterrupted stay with us. Thank you!

Yeadon Properties LLC – RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (if applicable)

IN CONSIDERATION for being permitted to enter the apartment and the community for vacation rental purposes, the undersigned, for himself/herself, his/her personal representatives, guests, children, heirs, and next of kin, acknowledges, agrees, and represents that he/she has or will immediately upon entering, and will continuously thereafter, thoroughly inspect such areas and his/her continued presence constitutes an acknowledgement that he/she has inspected the apartment, pool and the balance of the property and that he/she finds and accepts such areas as being safe and reasonably suited for the purposes of his/her use. He/she further agrees and warrants that if, at any time after entry, he/she finds anything to be unsafe or not reasonably suited, he/she and all guests and children will immediately leave the unsafe area and notify the appropriate parties. Yeadon Properties LLC is not responsible for any theft or damage to vacationer's belongings during their stay at the property.

The undersigned hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Yeadon Properties LLC or any of the officers, members, corporate representatives, managers, directors, employees, owners and lessees, all for the purposes herein being collectively referred to as "released parties," from all liability to the undersigned, guests, children, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand therefore on account of injury to the person(s) or property or resulting in death of the undersigned or guests or children,



whether caused by the negligence of the released parties or otherwise while in or upon any part of the property.

The undersigned hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the released parties and each of them from any loss, liability, damage, or cost they may incur due to their presence in or upon the property and whether caused by the negligence of the released parties or otherwise.

WARNING: Use of the swimming pool, grills, fire pits and/or fireplaces carry risks that may result in serious injury or death, and unsupervised use by children is prohibited. Elderly persons, pregnant women, young children (including infants) and anyone subject to heart disease, diabetes, low or high blood pressure, strokes, epilepsy or similar health issues should not enter the pool without consulting their physician. Never enter the pool while under the influence of drugs or alcohol. Children must be supervised at all times to decrease risk of injury or drowning.

The undersigned hereby ASSUMES FULL PERSONAL RESPONSIBILITY FOR RISK OF BODILY INJURY, PROPERTY DAMAGE OR DEATH due to the negligence of the released parties or otherwise while in or upon the property. The undersigned also represents, warrants and certifies that he/she and their guests have adequate insurance to cover any injury, illness or damage that may be caused or suffered while in or upon the property, or else agrees to bear the costs of such damage or injury. The undersigned further states that he/she and their children and guests have no medical conditions which would interfere with the use of the pool, etc. or else assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition and expressly acknowledges such physical activities are dangerous and involve the risk of serious injury, death or property damage. The undersigned further expressly agrees that the foregoing releases, waivers and indemnities are intended to be as broad and inclusive as is permitted under North Carolina law and that if any provision is held invalid, it is agreed that the balance of this Agreement shall, notwithstanding, continue in full legal force and effect.



Any dispute, controversy or claim arising out of or related to this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association. The place of such arbitration shall be determined by the Board of Directors of Yeadon Properties LLC.

THE UNDERSIGNED HAS READ, UNDERSTANDS THE RISKS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Pool Hours:

Pool Hours are from 9am – 9pm.

Noise:

BE RESPECTFUL OF YOUR NEIGHBORS AT ALL TIMES.

Noise monitoring systems are present in the home. Noise levels should not exceed the recommended threshold. We ask that you respect all quiet hours from 9pm – 9am.

Security:

Renters are issued a temporary key fob that they may use to enter the complex. Do not prop open or leave the exterior doors open at any time. Do not open the exterior doors for anyone. Anyone that has access to the complex will have a key fob.

Smoking:

There is no smoking or the use of tobacco products in the apartment or in the pool area at any time.

**Pets:**

Renters are not allowed to have pets of any kind, at any time.

Children:

Children must be accompanied by an adult in the common areas of the apartment complex and the pool.

Amenities:

Please enjoy and respect the amenities of the apartment by leaving the area as you found it.

Parking:

All cars should park in the parking lot only. There is a designated parking space for each unit, in addition to a handicap parking space. Please park in your designated space only.

Prohibited Activity:

Skateboards, rollerblades, scooters, motorized skateboards and other related items shall not be operated on any common area which includes, but is not limited to, roadways, walkways, sidewalks, within parking areas, or inside the building.

Open fires, fireworks, sparklers, firecrackers, etc. are prohibited at all times.

Balcony Use:

Occupants are not permitted to hang bathing suits, beach blankets, towels or anything over the balcony or walkway railings.

Grill/Outdoor Cooking:



No grilling or outdoor cooking of food is permitted on any condominium balcony or terrace.

Cancellation Policy Review

* Email constitutes effective written notice and is governed by the timestamp of email receipt.