Commercial Patio Clean Up Terms & Conditions

These Terms & Conditions govern Perry’s Plants’ commercial patio cleanup and exterior maintenance services. By approving an estimate or invoice in QuickBooks, the Client agrees to these Terms & Conditions.

# 1) Scope of Services

Perry’s Plants provides commercial patio cleanup and exterior maintenance services. These services include plant replacements, installation of new plants in designated areas, seasonal mulching, weeding, sweeping, trash and debris removal, fluffing of soil, and light pruning. Removal of dead plants and installation of replacement plants will be billed separately unless otherwise agreed in writing.

Perry’s Plants is not an irrigation contractor. The Client is responsible for ensuring a fully operational irrigation system with proper coverage to all plant areas, or for arranging manual watering as instructed. Perry’s Plants assumes no responsibility for irrigation-related issues, including but not limited to leaks, insufficient coverage, or system malfunctions.

# 2) Plant Replacements & Seasonal Limitations

Perry’s Plants will replace plants within seventy-two (72) hours of installation if they fail due to a verified nursery defect. This guarantee does not apply where there is evidence of improper watering, neglect, or damage caused by external factors such as pests, animals, or weather.

Planting prior to May 12th is done at the Client’s sole risk due to the potential of late-season cold snaps. Perry’s Plants is not liable for plant loss or damage resulting from early planting.

# 3) Client Responsibilities

The Client must provide safe and timely access to the property for scheduled services. If access is not provided within fifteen minutes of the scheduled appointment, Perry’s Plants will offer one complimentary reschedule. Repeated missed access may result in forfeiture of service for that week. Perry’s Plants is not responsible for plant health issues caused by missed visits.

The Client must provide a nearby and reliable water source for maintenance purposes. Perry’s Plants is not responsible for damage caused by improper or insufficient irrigation, cracked or leaking pots, or poor drainage on-site.

The Client must review and approve plant layouts or installation designs prior to installation. Once approved, Perry’s Plants is not liable for complaints from tenants, guests, or other parties regarding plant choices, placement, or aesthetics.

# 4) Payment & Invoicing

Payment for one-time cleanups or installations is due upon completion of the service. For recurring or annual maintenance agreements, invoices will be issued monthly on a Net 15 basis.

If an invoice is not paid within the specified timeframe, a late fee of $200 will apply beginning on day sixteen (16), and will recur monthly until payment is made in full.

For contracts exceeding $3,000, the Client may elect to split payments into three installments (33/33/34%) at the time of agreement.

# 5) Liability & Limitations

Perry’s Plants will take reasonable care in executing patio cleanup and exterior maintenance services. However, the Client acknowledges that outdoor conditions, weather, and public activity may affect the longevity and appearance of plants, planters, and mulch.

Perry’s Plants is not liable for:
- Damage caused by extreme weather, drought, frost, hail, or flooding.
- Damage resulting from failure to water, improper irrigation, or lack of drainage.
- Damage to existing pots, containers, patios, or property caused by pre-existing cracks, leaks, or structural issues.
- Plant loss resulting from pests, animals, or vandalism.
- Damage caused by tenants, visitors, homeless individuals, intoxicated persons, or other members of the public.
- Damage caused by third-party contractors, including but not limited to janitorial crews, snow removal teams, landscapers, or property maintenance vendors.
- Slips, trips, falls, or other accidents occurring on or near patios, planters, or walkways after service completion.
- Acts of God or events beyond Perry’s Plants’ control.

The Client is responsible for ensuring safe site conditions and agrees to indemnify and hold Perry’s Plants harmless from claims, damages, or losses related to public access, tenant behavior, third-party contractors, or unsafe conditions. Perry’s Plants’ total liability is strictly limited to the fees paid for the affected service.

# 6) Acceptance

Approval of a Perry’s Plants estimate or invoice in QuickBooks constitutes acceptance of these Terms & Conditions.