Perry’s Plants – Plant Rental Agreement

This Plant Rental Agreement (the “Agreement”) is entered into by and between Perry’s Plants LLC (“Perry’s Plants,” “we,” or “our”) and the Client (“you,” “your,” or the “Client”). By booking a plant rental package with Perry’s Plants, you agree to be bound by the following terms.

**1. Definitions**

Bundle Packages – Rental packages comprising a fixed number of plants of varying sizes. The current bundles are:

* Starter Bundle – five plants (mix of two small, two medium and one large).
* Standard Bundle – ten plants (mix of small and medium).
* Premium Bundle – fifteen plants (mix of small, medium and large).
* Event Bundle – twenty plants (custom mix).

**Size‑Based Add‑Ons** – Individual plant rentals or additions charged according to pot size (e.g., 2″, 4″, etc.) as outlined in Perry’s Plants’ price guide.

**Rental Term** – The duration of the rental. Packages are offered as Day‑Pass (1–2 days), Flex‑Term (7–14 days) or Monthly (30 days). Rental periods longer than seven days require weekly maintenance.

**Weekly Maintenance Fee** – A mandatory fee of $20 per plant per visit for horticultural care (watering, fertilizing, pruning and health checks) on rentals longer than seven days. Flex‑Term rentals normally require one maintenance visit; Monthly rentals require four visits.

**Services** – The delivery, installation, maintenance, pick‑up, and any optional services (e.g., plant swapping, branding and styling) provided by Perry’s Plants.

**2. Booking & Payment**

**Quote & Acceptance** – Upon request, Perry’s Plants will provide a written quote for your selected bundle(s), optional add‑ons and delivery fees. A booking is confirmed when you accept the quote in writing (including by email) and pay the required amount.

**Short‑Term Rentals** (1–30 Days) – For rentals lasting 1–30 days, payment in full (including base rental fees, weekly maintenance fees for rentals longer than seven days, and any optional services) is due at the time of booking. A booking is not confirmed until Perry’s Plants has received full payment. Fees for additional services requested after booking (e.g., plant swaps, extra visits) will be invoiced separately and are payable upon receipt.

**Long‑Term Rentals** (>30 Days) – For rentals exceeding 30 days (including annual or multi‑month contracts), Perry’s Plants will issue invoices monthly on the 1st of each month for the upcoming month’s rental fee and any accrued maintenance or optional services. Payment is due within 15 days of the invoice date (Net 15). Failure to pay within 15 days will incur a late fee of $200 per invoice. Perry’s Plants reserves the right to suspend maintenance or remove plants if invoices remain unpaid after 30 days.

**3. Delivery & Pick‑Up**

**Scheduling –** Delivery and pick‑up will occur during mutually agreed windows. The Client must provide clear access for deliveries and removals. Additional trips to move plants within the site or reschedule delivery are subject to a $40 service charge per trip.

**Installation –** Perry’s Plants will position plants as required. Clients should not relocate plants without prior approval to avoid damage or disturbance of irrigation systems.

**4. Maintenance & Care**

**Responsibilities of Perry’s Plants** – For the duration of the rental, Perry’s Plants is solely responsible for plant care, including watering, fertilizing, pruning and pest management. We will schedule weekly maintenance visits for rentals longer than seven days. Maintenance fees are billed per plant per visit and are not included in the base bundle price.

**Client Obligations** – Clients shall not water, prune, spray chemicals or otherwise tend to the plants. Clients must ensure reasonable environmental conditions (adequate light, temperature and humidity) and protect plants from harm. Any tampering or neglect that results in plant damage will be charged to the Client.

**5. Plant Quality, Replacement & Insurance**

**Quality Assurance** – Perry’s Plants guarantees that all plants will be delivered healthy and well maintained. Plants in long‑term rentals may be rotated for aesthetic reasons or to maintain health at our discretion.

**Replacement** – Should a plant decline or die under our care, Perry’s Plants will replace it at no additional cost. Plants damaged by the Client or event participants will be replaced at the plant’s retail value.

**Insurance & Force Majeure** – Clients are responsible for any loss or damage to plants and containers resulting from acts of God (including but not limited to natural disasters such as floods, storms, earthquakes or other extreme weather), as well as fire, theft, vandalism or misuse. Perry’s Plants does not insure the plants against such events. We strongly recommend that Clients obtain appropriate property, event or general liability insurance to cover these risks. In the event of a catastrophic occurrence that renders the rental space unsuitable, the Client remains liable for any replacement costs unless otherwise agreed in writing.

**6. Damages & Liability**

**Damages** – The Client is liable for any damage, loss or theft of plants or containers while on their premises (excluding normal wear). Charges for damaged or missing items will be based on current retail values.

**Liability** – Perry’s Plants shall not be liable for any injury, loss or damage arising out of the use or misuse of the plants, except to the extent caused by our gross negligence or willful misconduct.

**7. Cancellations, Changes & Termination**

**Cancellation by Client** – Cancellations 48 hours or more before delivery will receive a full refund of any amounts paid. Cancellations within 48 hours of the delivery date will incur a cancellation fee equal to 50 % of the total rental fee. Custom orders or special requests may have additional cancellation penalties.

**Changes to Booking** – Changes to the bundle package or delivery date are subject to availability and must be requested at least 48 hours before the scheduled delivery. Additional fees may apply.

**Termination by Perry’s Plants** – We reserve the right to terminate this Agreement immediately if the Client breaches any term, fails to make timely payments, or misuses the plants. In such cases, Perry’s Plants may remove plants from the premises, and no refunds will be issued.

**8. Governing Law & Dispute Resolution**

This Agreement shall be governed by the laws of the State of Colorado. Any disputes arising out of or relating to this Agreement that cannot be resolved amicably shall be resolved in the courts of Weld County, Colorado. The prevailing party in any dispute shall be entitled to recover reasonable attorney’s fees and costs.

**9. Entire Agreement**

This Agreement, together with any accepted quotes and invoices, constitutes the entire agreement between Perry’s Plants and the Client regarding the rental of plants and supersedes all prior negotiations or understandings. Any amendments must be in writing and signed by both parties. Terms and Conditions for Plant Rental Agreement