Residential Patio Clean Up Terms & Conditions

These Terms & Conditions govern Perry’s Plants’ residential 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 residential patio cleanup and exterior maintenance services. These services include plant replacements, installation of new plants in designated areas, 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 that plants receive adequate water, either through an operational irrigation system or manual watering. Perry’s Plants assumes no responsibility for irrigation-related issues, including 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, pets, children, vandalism, or damage caused by external factors such as pests 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.

The Client must provide a nearby and reliable water source for maintenance purposes.

The Client is responsible for the condition of their pots and containers. Perry’s Plants is not liable for water damage, stains, or structural damage to decks, patios, carpets, or flooring caused by cracked, leaking, or unstable pots.

The Client must ensure that all underground utilities, including gas lines, water lines, and irrigation lines, are clearly marked or provide schematics of their location prior to service. Perry’s Plants will not be responsible for damage caused to unmarked or undisclosed underground utilities.

Pets must be secured if the Client is not present during a service visit. If the Client is home, pets may remain out only if the plant technician is comfortable with their presence.

For safety, if the premises are found to be unsanitary or unsafe, Perry’s Plants reserves the right to refuse or discontinue service.

# 4) Payment & Invoicing

Payment for one-time cleanups or installations is due upon completion of the service. For recurring services, invoices will be issued monthly on a Net 15 basis. Payments not received by day sixteen (16) will incur a $200 late fee, which may recur monthly until payment is made in full.

# 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 may affect the longevity and appearance of plants 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 caused by pets, children, or household members.
- Plant loss or damage caused by vandalism or interference by third parties.
- Property damage resulting from pre-existing site conditions, cracked/leaky pots, or unstable containers.
- Damage to decks, patios, flooring, or carpets from water drainage or soil.
- Damage to underground utilities, including gas, water, or irrigation lines, that were not properly marked or disclosed by the Client.
- Acts of God or events beyond Perry’s Plants’ control.

The Client agrees to indemnify and hold Perry’s Plants harmless from claims, damages, or losses related to pets, children, household members, vandalism, underground utilities, or unsafe site 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.