**Terms of Agreement for Perry's Plants Company**

1. **Commercial Interior Plant Care Subscription:**

The interior plant care service provided by Perry's Plants is a subscription-based service. The subscription cost is $275 for the care of up to 10 plants. For each additional plant beyond the initial 10, an additional charge of $15 per plant will apply.

The subscription includes the following services:

* watering
* pruning
* cleaning
* proper fertilization
* pest management
* plant insurance

*Plant insurance* covers the replacement of plants that die under Perry's Plants care if they were deemed healthy during the initial walk-through. If a plant is deemed sick or in need of replacement during the initial walk-through, the client is responsible for the cost of the replacement plant.

* + Cancellation of the interior plant care subscription requires a 30-day written notice. If the client cancels before the 30-day notice period, a $100 cancellation fee will apply.
	+ Invoicing for interior plant care subscriptions follows a net 30 payment term.
	+ This service does not include repotting or plant styling services.
	+ **Access for Service:** Clients must ensure that a Perry's Plants employee has access to the premises for scheduled service. If a client does not allow entry within 15 minutes of the scheduled time, they will forfeit the service for that week. This forfeiture will lead to a lack of plant maintenance, resulting in potential issues such as improper watering, for which Perry's Plants will not be held responsible.
1. **Residential Interior Plant Care Subscription:**

The interior plant care service provided by Perry's Plants is a subscription-based service. The subscription cost is $175 for the care of up to 10 plants. For each additional plant beyond the initial 10, an additional charge of $10 per plant will apply.

The subscription includes the following services:

* watering
* pruning
* cleaning
* proper fertilization
* pest management
* plant insurance

*Plant insurance* covers the replacement of plants that die under Perry's Plants care if they were deemed healthy during the initial walk-through. If a plant is deemed sick or in need of replacement during the initial walk-through, the client is responsible for the cost of the replacement plant.

* + Cancellation of the interior plant care subscription requires a 30-day written notice. If the client cancels before the 30-day notice period, a $100 cancellation fee will apply.
	+ Invoicing for interior plant care subscriptions follows a net 30 payment term.
	+ This service does not include repotting or plant styling services.
	+ Access for Service: Clients must ensure that a Perry's Plants employee has access to the premises for scheduled service. If a client does not allow entry within 15 minutes of the scheduled time, they will forfeit the service for that week. This forfeiture will lead to a lack of plant maintenance, resulting in potential issues such as improper watering, for which Perry's Plants will not be held responsible.

**2. Individual Plant Sales:**

Perry's Plants must be notified within 72 hours of delivery for any returns. Acceptable reasons for returns include, damaged upon delivery, wrong product, or the plant showing signs of illness/pests within 72 hours of receiving it. The plant must be unharmed with no damaged foliage or damage to the roots.

To initiate a return, email charley@perrysplants.com with the subject line "Plant Return". Include a photo of the plant, the reason for the return, and your contact information. Perry's Plants will respond within 72 hours to schedule a plant pick up.

After the plant is picked up, Perry's Plants will initiate the refund process. Please allow 7-10 business days for the refund to be processed.

It is important to note that after the client purchases a plant from Perry's Plants, all responsibility for the plant transfers to the client. Repotting and changing environments can potentially disrupt the well-being of any plant. Perry's Plants recommends leaving the plant in the grow pot for as long as possible and referring to the care guide received with the plant for proper care instructions.

1. **Exterior Planters:**

 **1.1 One-Time Installation**

- Perry's Plants offers a one-time installation of exterior planters using a variety of resilient plants and decorative elements to enhance appearance.

- The installation aims to create a visually appealing landscape for the duration of each season.

**1.2 Annual Maintenance**

* + The annual maintenance service includes four seasonal transitions to maintain the beauty of the Client's outdoor space throughout the year.
	+ Each season, Perry's Plants will perform one touch-up to refresh the planters and arrangements, which will not be a complete overhaul.
	+ Monthly debris cleanup and plant maintenance will also be provided to promote healthy growth and aesthetics.

**2. Duration**

* + Planters are expected to last throughout each season, with specific longevity depending on plant selection, proper care, and weather conditions.
	+ Winter planters will last anywhere from \*\*four weeks to four months\*\*, depending on the same factors.

**3. Client Responsibilities**

* + Perry's Plants does not provide insurance for plants once the job of planting them has been completed. It is the responsibility of the Client to ensure proper watering and care for the exterior plants.
	+ Perry's Plants is happy to replace plants within \*\*72 hours\*\* of placement unless there are signs of improper watering or lack of care. Signs of improper watering or lack of care include very dry soil, crisping, or shriveled plants.
	+ Perry’s Plants is not an irrigation team and does not hold any responsibility regarding irrigation. It is the Client’s responsibility to ensure a working irrigation system, proper lines to the plants they have requested, and that the system is operational.
	+ Planting before \*\*May 12th\*\* is done at the Client's own risk. Perry's Plants does not recommend planting before May 12th due to the potential risks associated with cold weather in early May. If the Client chooses to plant after May 12th, they assume full responsibility for the proper watering and maintenance of the plants.
	+ Access for Service: Clients must ensure that a Perry's Plants employee has access to the premises for scheduled service. If a client does not allow entry within 15 minutes of the scheduled time, they will forfeit the service for that week. This forfeiture will lead to a lack of plant maintenance, resulting in potential issues such as improper watering, for which Perry's Plants will not be held responsible.

**4. Payment Terms**

* + Invoicing for exterior plant projects is due within \*\*seven days\*\* from the date of completion.
	+ Payment for the one-time installation is due upon completion of the service.
	+ For annual maintenance, fees will be billed monthly.
	+ If an invoice is not paid within the specified timeframe, an automatic late fee of \*\*$200\*\* will be charged. The late fee will continue to accrue monthly until the invoice is paid in full.

**5. Liability**

* + Perry's Plants will take reasonable care in executing services; however, the Client acknowledges that weather conditions can affect the longevity and appearance of the planters.
	+ Perry's Plants is not liable for any damages resulting from extreme weather conditions, failure to follow care instructions, or any acts of God.

4**. Basic Patio Cleanup:**

The basic patio cleanup service offered by Perry's Plants includes weeding, trash/debris pick up, fluffing, and basic pruning. This service does not include the removal of dead plants. The client will be charged separately for any removal and replacement plants required. Perry’s Plants is not an irrigation team. We do not hold any responsibility regarding irrigation. It is the client’s responsibility to ensure working irrigation, proper lines to the plants they have requested, and an on and running system.

**5. Invoicing:**

 All invoices issued by Perry's Plants must be paid within seven days from the date of issuance, except for interior plant care subscriptions which follow a net 30 payment term. If an invoice is not paid within the specified timeframe, an automatic late fee of $200 will be charged. The late fee will continue to accrue monthly until the invoice is paid in full.

**6. Split Payments:**

Perry's Plants offers the option to split large payments over $3000 into three installments.The client must inform Perry's Plants of their intention to split the payment at the time-of-service agreement.

**7. Estimates:**

By engaging Perry's Plants services, you acknowledge and agree to abide by the terms and conditions outlined above.