**Perry’s Plants — Exterior Planters: Annual Maintenance Terms & Conditions**

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

**1) Scope of Annual Maintenance**

Annual maintenance includes seasonal transitions to maintain the beauty of the Client's outdoor space throughout the year.

Each season includes one touch‑up to refresh planters and arrangements. A touch‑up is not a full overhaul and is limited to light grooming and replacement up to 10% of the original plant material cost (labor included). Larger refreshes are quoted as change orders.

Monthly debris cleanup and plant maintenance are included to promote healthy growth and aesthetics.

**2) Duration & Longevity**

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 exterior plants once installation is complete. The Client is responsible for proper watering and ongoing care unless otherwise stated.

Irrigation & Watering

* Perry’s Plants is not an irrigation contractor and assumes no responsibility for irrigation systems.
* Client must ensure a working irrigation system with proper lines to requested plants, or hand‑water daily/as instructed by Perry’s Plants.

72‑Hour Plant Health Guarantee (Exterior)

* One‑time replacement at our cost for any plant that fails from nursery defect within 72 hours of installation.
* Excludes issues tied to watering/irrigation, weather, animals, vandalism, or site conditions.
* Must be reported with photos within 72 hours; one‑for‑one, like‑for‑like, subject to availability. Weekends/holidays extend the window to the next business day.

Early‑Season Planting

* Planting before May 12 is at the Client’s risk due to potential cold snaps.
* If the Client elects to plant before May 12, the Client assumes responsibility for losses related to temperature and watering.

**4) Access for Service**

Client must provide Perry’s Plants with site access during the scheduled service window. If access is unavailable within 15 minutes of the appointment time, we will offer one complimentary reschedule.

If access is unavailable more than once in the same calendar month, that week’s visit is forfeited, and a $75 trip fee applies. Two or more missed‑access incidents in a month may result in gaps in plant care; Perry’s Plants is not responsible for issues arising from missed maintenance (including improper watering), and the Client forfeits eligibility for any guarantees.

Except for the 72‑hour nursery‑defect guarantee, Perry’s Plants does not provide insurance for exterior plantings.

**5) Site Requirements**

* Client provides operational irrigation (or watering), accessible hose/spigot, and safe access (including garage/gate codes as needed).
* Damage from pre‑existing conditions or site hazards is excluded.

**6) Scheduling, Cancellations & Weather**

* Perry’s Plants may adjust dates for weather or supply conditions.
* Client cancellations/reschedules within 24 hours of a scheduled visit may incur a $75 fee.

**7) Payment & Invoicing**

One‑time installations

* Payment is due upon completion.
* Payment is late after 7 calendar days; a $200 late fee applies and may recur monthly until paid.

Annual maintenance plans

* Invoiced monthly, Net 15 from invoice date.
* Late after day 16; the $200 late‑fee terms apply.

Split payments (optional)

* For proposals over $3,000, the Client may elect 3 installments (33/33/34%).
* The plan must be selected before scheduling and follows the same late‑fee rules.
* Applicable sales tax will be added as required by law.
* Pricing may adjust to reflect supplier increases with prior written notice.

**8) Liability, Indemnification & Limitations**

* Perry’s Plants will take reasonable care in executing services; however, weather conditions can affect longevity and appearance of planters.
* Perry’s Plants is not liable for damages resulting from extreme weather, failure to follow care instructions, or acts of God.
* Perry’s Plants’ total liability is limited to the fees paid for the affected service.
* Client agrees to indemnify and hold Perry’s Plants harmless from claims arising from site conditions, third‑party actions, or failure to follow care instructions.

**9) Acceptance**

Approval of a Perry’s Plants estimate or invoice in QuickBooks constitutes the Client’s agreement to these Terms & Conditions.

**10) Changes & Substitutions**

* Client‑requested changes after approval are billed via written change order.
* Due to nursery availability, Perry’s Plants may substitute comparable species of equal or greater quality at equal or lower counts/prices.

**11) Contract Buy‑Out**

* The Client may pay out the entirety of the contract if terminating prior to completion.
* Payment for the contract buyout is due upon receipt; Net 15/30 terms do not apply.
* Split payments are not available for contract buyouts; payment must be made in full.
* Upon payment of the total remaining balance due, all contractual obligations are considered fulfilled, and no further charges will apply.

**12) Governing Law & Dispute Resolution**

These Terms & Conditions are governed by the laws of the State of Colorado. Before initiating any legal action, the parties will attempt to resolve disputes in good faith and agree to participate in non‑binding mediation in Colorado.