**Exterior Planters Terms and Conditions**

**Exterior Planters**

 **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.

**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.

**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.

**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.

**Payment Terms**

* + Payment for the one-time installation is due upon completion of the service.
	+ Perry’s Plants gives a \*\*one day\*\* grace period.
	+ 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.
	+ For annual maintenance, fees will be billed monthly and paid in a net 15 payment structure.

**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.

**Contract Buy-Out**

* ﻿﻿If the General Manager accepts the contract via QuickBooks, this action will be considered as the Client's agreement to the terms outlined in the invoice.
* ﻿﻿The Client has the option to pay out the entirety of their contract if they choose to terminate the agreement prior to its completion.
* ﻿﻿Payment for the contract buyout must be made upon receipt of the invoice. Unlike other payment terms, the Client will not be eligible for a net 15 or net 30 payment period for the buyout.
* ﻿﻿There will be no option to split payments for the contract buyout; it must be submitted in full.
* ﻿﻿Upon payment of the total remaining balance due, all contractual obligations will be considered fulfilled, and the Client will not incur any further charges related to the contract.

**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 15 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 and accepting the estimate, you acknowledge and agree to abide by the terms and conditions outlined above.