Residential Plant Care Terms & Conditions

These Terms & Conditions govern Perry’s Plants’ residential interior plant care services. By approving an estimate or invoice in QuickBooks, the Client agrees to these Terms & Conditions.

# 1) Scope of Services

Perry’s Plants provides interior plant care for residential clients on a subscription basis. The service includes watering, pruning, dusting leaves, fertilization, pest management using all-natural methods, and insurance for plants deemed healthy during the initial walk-through. Repotting, plant styling, or redesign services are not included unless separately quoted and approved.

# 2) Subscription & Pricing

The monthly subscription fee begins at $120 for the care of up to ten plants. Each additional plant is billed at $10 per month. The frequency of service (weekly or bi-weekly) will be determined at the time of agreement.

# 3) Plant Insurance

Perry’s Plants provides insurance for plants that were deemed healthy during the initial walk-through. Covered plants that die under our care will be replaced at no cost to the Client, subject to nursery availability. Plants identified as sick or in need of replacement during the walk-through are excluded from coverage, though Perry’s Plants may attempt rehabilitation if requested. Rehabilitation may take six months to one year and is not guaranteed.

Insurance is available only to full-time subscription Clients. Clients who pause, skip, or downgrade to part-time service forfeit plant insurance eligibility. Insurance is void if the Client or third parties interfere with plant care, including watering, pruning, fertilization, or pest treatment.

# 4) Client Responsibilities

The Client must provide safe and timely access to the home during scheduled visits. If access is not provided within fifteen minutes of the scheduled appointment, Perry’s Plants will offer one complimentary reschedule; repeated missed access will result in forfeiture of that week’s service. The Client must also provide a nearby and reliable water source for plant care.

Clients do not need to be present during service visits. However, the Client must provide Perry’s Plants with a secure method of entry, such as a house key, lockbox code, garage opener, or door PIN. Perry’s Plants’ plant technicians will use the provided access solely for scheduled service visits.

For safety reasons, if the premises are found to be unsanitary or unsafe, Perry’s Plants reserves the right to refuse or discontinue service. In such cases, the missed visit will not be refunded, and the Client remains responsible for correcting conditions before service can resume.

# 5) Scheduling, Cancellations & Termination

Service visits may be adjusted for holidays or emergencies. Clients must provide at least twenty-four hours’ notice to reschedule; cancellations within 24 hours may result in forfeiture of that visit. Residential subscriptions require thirty (30) days’ written notice to cancel. Early cancellations without notice will result in a $100 fee.

# 6) Payment & Invoicing

Invoices are issued monthly and are payable within fifteen (15) days of the invoice date. Payments not received by day sixteen (16) will incur a $200 late fee, which may recur monthly until the balance is paid in full. Applicable sales tax will be charged as required by law.

# 7) Liability & Limitations

Perry’s Plants will take reasonable care in performing residential plant services. However, Perry’s Plants is not responsible for plant loss caused by extreme temperatures, inadequate lighting, pets, children, household accidents, or exposure to harmful cleaning products. Perry’s Plants is also not liable for issues caused by Client interference, third parties, theft, vandalism, flooding, power outages, or other acts of God.

For safety, all animals must be secured if the Client is not present during a scheduled service visit. If the Client is home, pets may remain out if both the Client and the plant technician are comfortable with their presence. Perry’s Plants is not liable for injury to pets, children, or household members resulting from contact with plants, containers, fertilizers, or pest treatments, nor for injury to plant technicians caused by unsecured animals.

Perry’s Plants is not responsible for property damage caused by pre-existing site conditions, such as leaky planters, flooring damage, or mold. Perry’s Plants is not responsible for losses or missed visits resulting from service refusal due to unsafe or unsanitary conditions at the Client’s property.

The Client agrees to indemnify and hold Perry’s Plants harmless from claims, damages, or losses related to pets, children, household members, contractors, or site conditions. Perry’s Plants’ total liability is limited to the fees paid for the affected service.

# 8) Containers & Property Damage

The Client is solely responsible for the condition, integrity, and suitability of all pots and containers unless purchased directly from Perry’s Plants. Perry’s Plants is not responsible for damage caused by cracked, leaking, or unstable pots, including but not limited to water damage, stains, or structural issues affecting flooring, carpets, furniture, or other property. If Perry’s Plants identifies a container that poses a risk of leaking or damage, the Client will be notified. Continued use of such a container is at the Client’s sole risk, and Perry’s Plants will not be held liable for resulting damage.

# 9) Service Verification & Disputes

Perry’s Plants maintains detailed internal records of each service visit to ensure quality and accountability. If a client believes that a scheduled plant care visit was missed or skipped, Perry’s Plants will review its internal logs and consult the servicing technician to verify the claim. The company will not issue refunds or service credits for alleged missed visits unless the absence of service is confirmed by our records or staff. This policy protects against false or mistaken claims of skipped service and ensures fairness and transparency for both the Client and Perry’s Plants.

# 10) Changes & Substitutions

If the Client requests changes to plant selections or arrangements after approval, Perry’s Plants will issue a written change order for additional costs. Due to nursery availability, substitutions may be made with comparable plant species of equal or greater quality.

# 11) Acceptance

Approval of a Perry’s Plants estimate or invoice in QuickBooks constitutes acceptance of these Terms & Conditions.