Plant Rental Terms & Conditions

These Terms & Conditions govern Perry’s Plants’ short-term and long-term plant rental services. By approving an estimate or invoice in QuickBooks, the Client agrees to these Terms & Conditions.

# Section A – General Terms (apply to all rentals)

**Scope of Services:** Perry’s Plants provides plant rentals for events, residential clients, and commercial spaces. Services may include delivery, installation, maintenance, pickup, and optional add-ons such as plant swaps, upgraded planters, branding, or seasonal décor.

**Pricing & Payment:** Plant rental pricing is customized for each Client based on baseline bundle rates, plant selection, rental length, and delivery/setup fees. Deposits: For rentals exceeding $3,000, a 20% deposit is required at booking to secure materials and reserve plants. Short-Term Rentals (1–30 days): Full payment due at booking. Long-Term Rentals (>30 days): Invoiced monthly, Net 15 (Net 30 may be approved for qualified commercial Clients). Late Payments: Unpaid invoices beyond 15 days incur a $200 late fee. Perry’s Plants reserves the right to suspend maintenance or remove plants if invoices remain unpaid after 30 days. Late Returns: Rentals not returned or available for pickup by the agreed end date will incur a $25 per plant, per day late return fee.

**Delivery, Installation & Pickup:** Delivery and pickup will occur during mutually agreed time windows. The Client must provide clear and timely access for deliveries and removals. Extra trips or rescheduled deliveries caused by the Client are subject to a $40 service charge. Clients may not relocate or alter plant placements without Perry’s Plants’ prior approval.

**Maintenance & Care:** For rentals longer than seven days, weekly maintenance visits are required at $20 per plant, per visit. Perry’s Plants’ responsibilities include watering, fertilization, pruning, pest management, and plant health checks. Clients may not water, prune, spray chemicals, or interfere with the plants. Clients must maintain suitable conditions (light, temperature, and humidity).
 **Plant Quality, Replacement & Insurance:** Perry’s Plants guarantees that all rented plants will be delivered in healthy condition. For long-term rentals, plants may be rotated at Perry’s discretion. Replacements: Plants that decline under our care will be replaced at no cost. Plants damaged by Clients, pets, guests, or the public will be billed at retail replacement value.

**Insurance:** Clients are responsible for all loss or damage to plants and containers caused by theft, vandalism, misuse, fire, or Acts of God. Perry’s Plants does not insure rentals against these events. Clients are encouraged to carry property, event, or general liability insurance.

**Cancellations & Changes:** All cancellations and changes must be submitted in writing. **Events & short-term rentals:** Cancellations made 48 hours or more before delivery are fully refundable. Cancellations within 48 hours incur a 50% cancellation fee. Long-term rentals: A 30-day written notice is required to terminate service. Custom orders or special requests: Additional cancellation fees may apply. Substitutions may be made at Perry’s discretion if certain plants are unavailable.
 **Liability & Limitations:** Perry’s Plants is not liable for damage caused by pre-existing site conditions (leaky pots, poor drainage, cracked containers); property damage or accidents involving plants, including slips, trips, or allergic reactions; damage caused by pets, children, tenants, guests, or members of the public; damage caused by third-party contractors (janitorial, snow removal, landscaping, construction); or plant loss due to Acts of God (weather, flooding, power outages, or other uncontrollable events). The Client agrees to indemnify Perry’s Plants against all claims arising from use, misuse, or interference with rental plants. Liability is strictly limited to the total rental fee paid.

**Photo Rights:** Perry’s Plants reserves the right to photograph plant rentals for marketing, portfolio, and social media purposes. No identifiable individuals will be photographed without prior consent.

**Governing Law:** This Agreement shall be governed by the laws of the State of Colorado. Any disputes shall be resolved in the courts of Weld County, Colorado. The prevailing party in any dispute shall be entitled to recover reasonable attorney’s fees and costs.

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

# Section B – Residential Rentals (additional terms)

**Client Responsibilities:** Residential Clients must maintain proper indoor conditions (light, temperature, and humidity). Plants may not be moved, altered, or relocated without Perry’s prior approval. The Client must provide safe and timely access; late or delayed access may incur fees. Perry’s Plants is not liable for plant damage caused by pets, children, or household members.

# Section C – Commercial Rentals (additional terms)

**Scope:** Commercial rentals apply to lobbies, patios, restaurants, offices, and other shared or public spaces. **Client Responsibilities:** Commercial Clients must notify Perry’s Plants of any third-party contractors (janitorial, snow removal, landscaping, construction, or event crews) who may interfere with plant placement or maintenance.

**Liability:** Perry’s Plants is not liable for vandalism, theft, or misuse by tenants, guests, employees, homeless individuals, intoxicated persons, or the public. Long-term rentals may be invoiced Net 30 for qualified commercial Clients.