



Prop Me Up Fairport LLC
112 N Main St, Fairport NY 14450
www.prop-me-up.com
info@prop-me-up.com

Plant Rehabilitation Services Agreement

This Agreement is made on _____ (date), by and between:

Service Provider:

Prop Me Up Fairport LLC (“Provider”)
112 N Main St, Fairport, NY 14450

Client:

Name: _____
Address: _____
Phone: _____

1. Scope of Services

The Provider agrees to assess and rehabilitate the Client’s plant(s) (the “Services”). Services may include, but are not limited to:

- Evaluation of plant health and condition
- Cleaning, pruning, and grooming
- Repotting and/or soil amendments
- Pest identification and treatment
- Environmental or care recommendations

The specific services performed will be determined by the Provider using professional judgment.

2. Fees & Payment

- The Client agrees to pay a flat fee of \$_____ for the Services.
 - Payment is due at the time Services are rendered unless otherwise agreed to in writing.
 - Any additional services or fees must be approved by the Client in writing before being performed.
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3. Client Responsibilities

The Client agrees to:

- Provide accurate information regarding the plant's history, prior care, and environment.
- Ensure safe and accessible conditions for plant drop-off, pickup, delivery, or onsite services if applicable.
- Follow all care instructions provided after services are completed.
- Pick up rehabilitated plants promptly once notified they are ready.

Client Acknowledgement – Patience:

Plant rehabilitation is a process that may take weeks or months. While Clients are welcome to inquire about status or request early pickup, allowing sufficient time improves the likelihood of recovery and overall plant health.

4. No Guarantee of Results

The Provider will use reasonable care and professional judgment when performing Services. However, due to factors outside the Provider's control—including prior neglect, disease, pests, or environmental conditions—**no guarantee is made that any plant will survive, fully recover, or meet specific expectations.**

5. Pest Policy

If severe or contagious pests are discovered that pose a risk to other plants, the Provider reserves the right, at its discretion, to isolate, treat, or destroy the affected plant. The Client will be notified when reasonably practicable.

No refunds will be issued for plants that must be destroyed due to pest-related risk or safety concerns.

6. Liability & Risk Allocation

The Provider is not responsible for:

- Pre-existing damage, disease, or decline of plant(s)
- Allergic reactions or sensitivities related to treatments used
- Damage resulting from the Client's failure to follow recommended care instructions
- Loss or damage to pots, planters, decorative containers, or any other vessels provided by the Client
- Replacement value or sentimental value of plant(s) or containers

Clients are encouraged to remove valuable, fragile, or sentimental containers prior to service.

Limitation of Liability:

The Provider’s total liability under this Agreement shall not exceed the total amount paid by the Client. In no event shall the Provider be liable for incidental, consequential, or emotional damages.

7. Pickup & Abandonment

Clients will be notified when plants are ready for pickup. Plants not picked up within **14 days** of notification may be considered abandoned. The Provider may sell, donate, or discard abandoned plants at its discretion without further liability. Storage fees may apply after the first **7 days**.

8. Photography & Marketing

Unless the Client opts out in writing, the Client grants the Provider permission to photograph plant(s) before, during, or after service for documentation and marketing purposes.

9. Term & Termination

This Agreement begins on the date signed and continues until Services are completed. Either party may terminate this Agreement in writing if the other party materially breaches its obligations.

10. Governing Law

This Agreement shall be governed by the laws of the State of New York.

11. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior discussions or agreements.

Signatures

Provider:

Prop Me Up Fairport LLC

Signature: _____

Date: _____

Client:

Name: _____

Signature: _____

Date: _____