

## Customer Participation Agreement

By accepting the offer of the Flume Smart Water System, the customer agrees to participate in the pilot study.

**I acknowledge and understand the following:**

- I understand that as part of this pilot program, I will receive the Flume Smart Water System for the discounted price of \$99 plus tax. The retail price is \$199 plus tax and shipping.
- I will be billed for water consumption based only on measurements from the SMWD meter. Flume provides detailed information on daily water use. Its readings will not match the total monthly reads from the SMWD meter, which are read in different units and do not always coincide with the calendar month.
- This offer is non-transferable. Flume must be installed at the property associated with the account that received the offer. I understand that SMWD may charge \$100.00 on my water bill if Flume is installed at another location.
- If I purchase the Flume Smart Water System and fail to install it at the approved property SMWD may charge \$100 on my water bill. Flume must be installed within 14 days of delivery or returned to Flume. Flume can send a mailing label for this purpose and will refund my payment.
- I am the account holder of the property where Flume will be installed and understand by accepting this offer, I own the device.
- I am physically able to install the Flume Water Sensor on my water meter, which may require bending over my in-ground meter box and working with my home Wi-Fi system.
- My home has Wi-Fi and should for the next year of the pilot.
- I am able to plug the Flume Bridge into a power outlet inside my home and am able to connect it to my home's Wi-Fi. This process is similar to installation of other smart home technology.
- I have a smartphone (iOS or Android) or other mobile device and I agree to accept Flume notifications when sent through the mobile app. Feedback on the notifications is an important pilot component. I understand that if I disable these messages I could miss key information such as increases in my water use or leak alerts.
- This system presents no guarantee for reductions in water use.
- I allow Flume to share water use data with SMWD in part to assist in determining potential water savings of this device.
- As a part of the pilot program, I agree to keep the Flume Smart Water System installed for one year.
- I agree to install Flume without tampering with the meter in any other way.
- I agree to participate in at least one online follow-up survey conducted by SMWD.

- To the fullest extent permitted by law, by signing this Participation Agreement, I, as well as my heirs, successors, and assigns shall indemnify and hold harmless the District, and its respective officers, directors, employees and agents from and against any and all liabilities, claims, losses, obligations, damages, fines, civil penalties, judgments, costs, expenses of any kind or nature including, but not limited to, interest, court costs, and reasonable attorney fees, arising from this Participation Agreement ("Claim"), except to the extent such Claim arises from the sole negligence or willful misconduct of the District, its officers, directors, employees, or agents.