

## Customer Participation Agreement

### I acknowledge and understand the following:

- I understand that as part of this program, I will receive the Flume Smart Water System for the discounted price of \$124 plus tax and shipping. The retail price is \$269 plus tax and shipping. Upon installation of the Flume Smart Water System, Flume will refund \$25 to my original payment method, for a final total of \$99 plus tax and shipping.
- I am the property owner or holder of the CCWD water account for the property where the Flume Smart Home Water Monitor will be installed and have the authority to install the device and track the water usage of the property where the device will be installed.
- This offer is non-transferable. The Flume Smart Home Water Monitor must be installed at the property associated with the account that received the offer. The installation address must be served by Contra Costa Water District (CCWD). Rebates shall be limited to one per account or property address (unless multiple separate accounts exist for the property).
- The Flume Smart Home Water Monitor must be installed within 30 days of delivery or returned to Flume. Flume can send a mailing label for this purpose and will refund my payment.
- I agree to keep the Flume Smart Home Water Monitor installed for at least three years at the property receiving the offer.
- I understand that the account associated with the location where the device is installed will be billed for water consumption based only on measurements from the CCWD meter. The Flume Smart Home Water Monitor provides detailed information on daily water use, but its readings will not always match the total bi-monthly reads from the CCWD meter, which are read in different units and billed for periods that do not necessarily coincide with the calendar month. CCWD bills in units of 748.05 gallons (1 HCF) while the Flume Smart Home Water Monitor reads in gallons. The CCWD water meter is the official measuring device for all purposes, including billing and compliance with applicable laws governing use and conservation of water.
- The property/location has Wi-Fi and I have a smartphone (iOS or Android) or other mobile device compatible with the Flume Smart Home Water Monitor.
- I understand using the Flume Smart Home Water Monitor does not guarantee reductions in my water use.
- I agree to participate in at least one online follow-up survey conducted by CCWD.
- I agree to install, or to have another party install, the Flume Smart Home Water Monitor according to the manufacturer's instructions and in a manner that does not interfere with the operation or reading of the meter. The device must be installed using the straps provided and does not require any physical alteration of the meter or use of CCWD's wired connection. The lid on the top of the meter must be able to open and close freely. Any device that is attached in violation of these terms and conditions may be immediately removed by CCWD and CCWD will not be liable for any loss or damage resulting from the removal.
- I am able to install the Flume Smart Home Water Monitor on my water meter per the instructions provided, which may require kneeling over my in-ground meter box and working with my home Wi-Fi system. If not, I will have another party install the device as provided herein.



- 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 the installation of other smart home technologies.
- If the CCWD water meter or associated CCWD property is damaged in any way or for any reason during the attachment or detachment of the device, I will pay to CCWD the cost (including labor and materials) to repair or replace the meter, meter box, meter box cover, or other related CCWD property. Unless other arrangements are made, CCWD will include the cost on the bill for water service to the property.
- If the current water meter is replaced by CCWD for any reason, the Flume Smart Home Water Monitor will be removed by CCWD staff and returned to me. I may re-install the device on the new CCWD meter.
- I acknowledge that the water meter box may, on rare occasions, contain hidden dangers and hazards such as spiders, bees, snakes, and/or other unsafe conditions, and I assume all risks associated with my use and installation of the Flume Smart Home Water Monitor.
- Failure to comply with these terms and conditions are automatic grounds for disqualification from the program. CCWD and Flume reserves the right to request proof of installation and/or to verify that the product is installed, and, if necessary, to recover CCWD rebate amounts for any products not installed as required or are removed earlier than agreed.
- 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 Contra Costa Water 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.
- I agree to receive future communications from Flume regarding the Flume Smart Home Water Monitor at the email address provided.
- I agree to allow Flume to share water use data acquired by the device with CCWD in part to assist in determining potential water savings of this device.