



Customer Participation Agreement

I acknowledge and understand the following:

- I understand that as part of the Fontana Water Company's Flume Residential Program, I will receive the Flume Smart Water System for the discounted price of \$39 plus tax and shipping. The retail price is \$199 plus tax and shipping.
- I understand and agree that even though I install the Flume Smart Water System, I will be billed for water consumption based only on measurements from the Fontana Water Company meter. Flume provides detailed information on daily water use, but its readings will not match the total monthly reads from the Fontana Water Company 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 and authorize the Fontana Water Company to charge \$160 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 within 14 days of delivery, Fontana Water Company may charge \$160 on my water bill. Otherwise, Flume Smart Water System must be 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, or I will have the assistance of someone 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 I have a smartphone (iOS or Android) or other similar mobile device.
- 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 technology.
- This system presents no guarantee for reductions in water use.
- I allow Flume to share water use data with the Fontana Water Company and their wholesaler water agency in part to assist in determining potential water savings of this device.
- I agree to install Flume without tampering with Fontana Water Company's water meter in any other way.
- I agree to participate in at least one online follow-up survey conducted by the Fontana Water Company.
- 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 Fontana Water Company, 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 my use and installation of the Flume Smart Water System and Fontana Water Company's Flume Residential Program set forth in this Participation Agreement ("Claim"), except to the extent such Claim arises from the sole negligence or willful misconduct of the Company, its officers, directors, employees, or agents.