

City of Folsom Flume Participation Agreement

I acknowledge and agree to the following:

- I am a City of Folsom (Folsom) water service account holder for the property and am authorized to enter into this agreement.
- I accept that I am purchasing the Flume device from Flume and am subject to their additional terms and warranty. Folsom is not party to those terms and warranty and all issues regarding the device are between myself and Flume.
- I understand that I will be billed for water consumption based only on measurements from Folsom's meter. Flume provides detailed information on daily water use, but its readings will not always match the total monthly reads from Folsom's 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.
- Flume 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 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 I have a smartphone (iOS or Android) or other 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 Folsom in part to assist in determining potential water savings of this device. As a part of this program, I agree to keep the Flume Smart Water System installed for one year. I agree to participate in at least one online follow-up survey conducted by Folsom.
- I am the water account holder of the property where Flume will be installed and/or have authority to track the water usage of the property where Flume will be installed. By accepting this offer, I own the device.
- The "Service Address" must be served by the City of Folsom. Rebates shall be on a one-time basis per account.

Attachment to the Water Meter

- I am authorized by this agreement to place the Flume Water Sensor on Folsom's water meter at the service address included in this application subject to all the provisions of this agreement.
- The device must be installed by use of straps and does not require any physical alteration of the meter or use of Folsom's wired connection. The device must be installed according to the manufacturer's instructions and in a manner that does not interfere with the operation or reading of the meter. The lid on the top of the meter must be able to open and close freely. Any device that is attached in violation of this agreement may be immediately removed by Folsom and Folsom will not be liable to me for any loss or damage resulting from the removal.

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- If the current meter is replaced by Folsom, the device will be removed by Folsom personnel and returned to me. I may re-install the device on the new Folsom meter.
- The use of this device is solely for my convenience. The Folsom water meter is the official measuring device for all purposes, including billing and compliance with applicable laws governing use and conservation of water. Data from the device cannot be used to contest water usage for billing purposes. This permit does not preclude me from using remedies under applicable Folsom water service laws and policies.
- If damaged during the attachment or detachment of the device, I will pay to Folsom the cost (including staff time, labor, and materials) to repair or replace the meter, meter box, meter box cover, or other related Folsom property. Unless other arrangements are made, Folsom will include the cost on the bill for water service to my property.
- I assume all risks associated with my use of the Flume Water Sensor. I waive, release, and promise not to sue Folsom for any claims of injury or damage arising from my use of this device, including without limitation installation of the device. I acknowledge that meter boxes may contain hidden dangers and hazards, sharp objects, poisonous or venomous insects or animals, and other unsafe conditions.
- Failure to comply with these terms and conditions are automatic grounds for disqualification from the program.
- To the fullest extent allowed by law, by signing this Participation Agreement , I, as well as my heirs, successors, and assigns shall indemnify and hold harmless Folsom 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 except to the extent such claim arises from the sole negligence or willful misconduct of Folsom, its officers, directors, employees, or agents.