



Inverness Public Utility District

IPUD Usage Monitoring and Leak Detection Program: Customer Participation Agreement

I acknowledge, understand, and accept the following:

- As a customer of the Inverness Public Utility District Water System, I agree to participate in the IPUD Usage Monitoring and Leak Detection Program.
- I understand that as part of my participation in this program, I will acquire from flumewater.com/inverness a Flume Smart Water System for installation and use at (and only at) my IPUD Water System service address in Inverness, Marin County, CA. My discounted price for the Flume Smart Water System will be \$110 (plus tax and shipping), and I will receive a \$25 rebate to my credit card when I install and activate my Flume Smart Water System.
- I understand that I will be billed for water consumption based on IPUD's readings of the water meter. Flume provides detailed information on daily water use, but its readings will not always match the total bimonthly reads from the IPUD meter, which are recorded in different units and do not coincide with the calendar month.
- This offer is non-transferable. Flume must be installed at the customer service address for my IPUD Water System account.
- I agree to install and activate the Flume system within 30 days of receipt. I agree to accept the Flume End User Licensing Agreement when I activate the Flume system.
- I agree to notify IPUD immediately if the Flume sensor will not attach to the water meter, or if the Flume system will not activate, or if I am notified by Flume of any problem that prevents use of the Flume system.
- I am physically able to install the Flume Water Sensor on the water meter, which may require removing and replacing the meter box lid, bending over the in-ground meter box, and working with the home Wi-Fi system.
- My property 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 the house and am able to connect it to the house's Wi-Fi (this process is similar to the installation of other smart home technology).
- I agree that it is my responsibility to replace the batteries in the Flume sensor when they wear out.
- This system presents no guarantee for reductions in water use.
- I agree to allow Flume to share water use data with IPUD in part to assist in determining potential water savings from use of the Flume system and to assist in identifying and responding to anomalous water usage events at the customer service address.
- I agree to keep the Flume Smart Water System installed for a minimum of one year.
- I agree to participate in at least one online follow-up survey conducted by IPUD.
- I agree to install Flume without tampering with the meter in any other way.
- To the fullest extent permitted by law, by accepting this Customer Participation Agreement, I, as well as my heirs, successors, and assigns, shall indemnify and hold harmless the Inverness Public Utility 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 Customer 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.

[7-13-2021]