

## 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 (“Flume Device”) for the discounted price of \$34 plus tax and shipping. The retail price is \$199 plus tax and shipping. Upon installation of the Flume Device, Flume will refund \$25 to my original payment method, for a final total of \$9 plus tax and shipping.
- I understand that I will be billed for water consumption based only on measurements from the Jurupa Community Services District (JCSD) meter. The Flume Device provides detailed information on daily water use, but its readings will not always match the total monthly reads from the JCSD meter, which are read in different units and do not always coincide with the calendar month.
- This offer is non-transferable. The Flume Device must be installed at the property associated with the account that received the offer. I understand that JCSD may charge \$115 on my water bill if the Flume Device is installed at another location.
- If I purchase the Flume Device and fail to install it at the approved property JCSD may charge \$115 on my water bill. The Flume Device 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 the account holder of the property where the Flume Device will be installed and understand by accepting this offer, I own the device.
- I am physically able to install the Flume Device 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 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.
- This system presents no guarantee for reductions in water use.
- Flume will be sharing water use data with JCSD and Western Municipal Water District.
- As a part of the pilot program, I agree to keep the Flume Device installed for one year.
- I agree to install the Flume Device without tampering with the meter in any other way.
- 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 Jurupa Community Services 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 activities under 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.