

# Flume Program Terms and Conditions

The City of Long Beach Public Utilities Department ("LBUD") is participating in a California Department of Water Resources study, as a part of this study LBUD customers are able to receive a limited number of free Flume devices.

In furtherance of this program, and for good and valuable consideration, including my participation in the program, I understand and agree to the following:

- By participating in the Program, I will receive the "Flume Smart Water System," also known as "device," for the discounted price of \$25.00. Upon installation of the Flume Smart Home Water Monitor, Flume will refund \$25.00 to my original payment method, and my net cost will be \$0.00.
- I understand that the device is not being provided by the LBUD and that the LBUD takes on no responsibility or liability for the device to work as designed.
- I understand that the device is not being provided by California Department of Water Resources (DWR) and that DWR takes on no responsibility or liability for the device to work as designed.
- I understand that I will be billed for water consumption based only on measurements from LBUD meters.
- This offer is non-transferable. The device 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 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 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 gathered from my use of the device with the LBUD 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 calendar year.
- I agree to install the device without tampering with the LBUD meter in any other way.
- I agree to participate in at least one online follow-up survey conducted by the LBUD within the same year of installation.
- To the fullest extent permitted by law, by agreeing these terms and conditions, I, as well as my heirs, successors, and assigns shall indemnify and hold harmless the City of Long Beach, its Boards, Commissions, and their officials, employees and agents from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with the device.

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS, ASSUME ALL RISKS BY AGREEING TO THIS DOCUMENT, AND AGREE VOLUNTARILY.