

Customer Participation Form



I acknowledge and understand the following:

- I understand that as part of this program, I will receive the Flume Smart Water System from Flume, Inc. (“Flume”), for the discounted price of \$25 (plus tax). Upon installation of the Flume Smart Home Water Monitor (or “Flume Monitor”), Flume will refund the full amount, including tax, to my original payment method, and my net cost will be \$0. Rebates shall be limited to one rebate per account or property address (unless multiple separate accounts exist for the property).
- I understand that the Flume Monitor is not being provided by the City of Manhattan Beach (“City”) and that the City takes on no responsibility or liability for the device to work as designed. I further understand that the City has no responsibility to refund any amount to me as part of my participation in the Flume Smart Water System program or the installation of the Flume Monitor on my property.
- The batteries in the Flume Monitor should last several years under normal operating conditions. However, once the batteries die, I understand that I will be responsible for replacing the batteries at my own expense, if I would like to continue using the Flume Monitor. However, I understand that I am under no obligation to do so.
- I understand that the Flume Monitor 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 the City of Manhattan Beach meter. The Flume Monitor provides detailed information on daily water use, but its readings will not always match the total bimonthly reads from the City of Manhattan Beach meter, which do not always coincide with the calendar months. The City water meter is the official measuring device for all purposes, including but not limited to billing and compliance with applicable laws governing use and conservation of water.
- This offer is non-transferable. The Flume Monitor must be installed at the property associated with the account that received the offer. The installation address must be served by the City of Manhattan Beach.
- The Flume Monitor must be installed within 30 days of delivery or returned to Flume. If I decide not to install the Flume Monitor, I will return it to Flume. Upon my request, Flume will send me a mailing label for this purpose and will refund my payment upon their receipt of the Flume Monitor.
- I am the account holder of the property where Flume will be installed and understand by accepting this offer, I own the Flume Monitor.
- I am the owner of the subject property where the Flume Monitor will be installed or I am a tenant of the subject property where the Flume Monitor will be installed and my landlord has consented to the installation of the Flume Monitor.
- I agree to install, or to have another party install, the Flume Monitor according to the manufacturer’s instructions and in a manner that does not interfere with the operation or reading of the City’s meter. The Flume Monitor must be installed using the straps provided and does not require any physical alteration of the meter or use of the City’s wired connection. The lid on the top of the City’s meter must be able to open and close freely. Any device that is attached in violation of these terms and conditions may be immediately removed by the City and City will not be liable for any loss or damage resulting from the removal.
- If I choose to install the Flume Monitor on my water meter, I certify that I am physically able to install the Flume Monitor 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 compatible with the Flume Smart Home Water Monitor.

- 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. I understand that this process is similar to the installation of other smart home technology. As used in this form, "Flume Bridge" means a device that connects to your home's Wi-Fi network and communicates with the Flume app on your smartphone.
- If the current water meter is replaced by the City for any reason, the Flume Monitor will be removed by City staff and returned to me. I may re-install the Flume Monitor on the new City meter.
- I acknowledge that the City water meter box may, on rare occasions, contain hidden dangers and hazards such as spiders, bees, snakes, and/or other unsafe conditions, and I assume all risks associated with my use and installation of the Flume Smart Home Water Monitor.
- I agree to receive future communications from Flume regarding the Flume Smart Water System and/or Flume Smart Home Water Monitor at the email address provided.
- I understand and acknowledge that my participation in the Flume Smart Water System and/or my use of the Flume Monitor does not guarantee any reductions in my water use or water charges.
- I hereby authorize and allow Flume to share water use data with the City of Manhattan Beach and the California Department of Water Resources in part to assist in determining potential water savings of this device.
- As a part of the Flume Smart Water System program, I agree to keep the Flume Smart Water System Monitor installed for one year.
- I agree to install the Flume Smart Water System Monitor without tampering with the City's water meter in any other way.
- I agree to participate in at least one online follow-up survey conducted by the City of Manhattan Beach.
- 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 City of Manhattan Beach, 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 ("Claim"), except to the extent such Claim arises from the sole negligence or willful misconduct of the City, its officers, directors, employees, or agents.