

# 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 (FSWS) for the discounted price of \$50 plus tax. The retail price is \$269 plus tax and shipping. Upon installation of the FSWS, Flume will refund \$50 plus tax to my original payment method, for a final total price of \$0.
- I understand that I will be billed for water consumption based only on measurements from my water provider's meter. Flume provides detailed information on daily water use, but its readings will not always match the total monthly/bimonthly reads from my water provider's meter, which do not always coincide with the calendar months.
- This offer is non-transferable. The FSWS must be installed at the property associated with the account that received the offer.
- The FSWS must be installed within 30 days of delivery or returned to Flume. Flume will send a mailing label for this purpose and will refund my payment.
- I am the account holder of the property where the FSWS will be installed and understand by accepting this offer, I own the device.
- I am physically able to install the Flume Water Sensor (portion of the FSWS) 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 (a portion of the FSWS) 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.
- The FSWS presents no guarantee for reductions in water use.
- I allow Flume to share water use data with San Diego County Water Authority and the member agency that I receive water from in part to assist in determining potential water savings of this device.
- As a part of this program, I agree to keep the FSWS installed for at least one year.
- I agree to install the FSWS without tampering with the water 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 the San Diego County Water Authority, and its respective officers, directors, employees, contractors, 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 program ("Claim"), except to the extent such Claim arises from the sole negligence or willful misconduct of the San Diego County Water Authority, its officers, directors, employees, contractors, or agents.