

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 for the discounted price of \$49 plus tax and shipping. The retail price is \$199 plus tax and shipping. Upon installation of the Flume Smart Water System, Flume will refund \$25 to my original payment method, for a final total cost of \$24 plus tax and shipping.
- I will continue to be billed for water consumption by Santa Margarita Water District based only on measurements obtained directly from the SMWD meter. Flume provides detailed information on daily water use. Its readings will not match the total monthly reads from the SMWD meter, which are read in different units and do not coincide with the calendar month.
- I am the account holder for water service to the property where the Flume Smart Water System will be installed.
- By accepting this offer, I will own the Flume Smart Water System. The Santa Margarita Water District is not responsible for its repair, maintenance, or performance.
- This offer is non-transferable. Flume must be installed at the property associated with the account that received the offer.
- Flume must be installed within 14 days of delivery, or it must be returned to Flume. Flume will send a mailing label to me for any return upon my request and will refund my payment.
- 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 should for the next year.
- 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 (iOS or Android) or other mobile device and I agree to accept Flume notifications when sent through the mobile app. Feedback on the notifications is an important part of this program. I understand that if I disable these messages I could miss key information such as increases in my water use or leak alerts.
- This system presents no guarantee for reductions in water use.
- I allow Flume to share water-consumption data with SMWD and Municipal Water District of Orange County (MWDOC) in part 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 and operable for one year.

- I agree to install Flume without tampering with Santa Margarita Water District's water meter in any way, other than to simply strap the Flume Water Sensor around the outside of the SMWD meter in accordance with Flume installation instructions. I will not allow the the Flume Water Sensor to block or restrict access for Santa Margarita Water District for the purposes of obtaining meter reads.
- I agree that in accordance with Santa Margarita Water District's Rules and Regulations for Water Service, if the meter or customer shut-off valve is damaged by the Customer, the repair or replacement will be at the Customer's expense.
- I agree to participate in at least one online follow-up survey conducted by SMWD.
- 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 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 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.