

Customer Participation Agreement

I acknowledge and understand the following:

- The retail price of the Flume Smart Home Water Monitor is \$199. I understand as part of this program, the price of the Flume Smart Home Water Monitor is discounted to \$190, and I will receive an instant rebate of \$100 at the time of purchase bringing my cost to \$90 plus tax and shipping. Upon installation of the Flume Smart Home Water Monitor, Flume will refund \$25 to my original payment method, for a final total cost of \$65 plus tax and shipping.
- I am the property owner of the Solano County water account for the property where the Flume Smart Home Water Monitor will be installed and have the authority to install the device and track the water usage of the property where the device will be installed.
- This offer is non-transferable. The Flume Smart Home Water Monitor must be installed at the property associated with the account that received the offer. The installation address must be in Solano County. Rebates shall be limited to one per account or property address (unless multiple separate accounts exist for the property).
- The Flume Smart Home Water Monitor 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 agree to keep the Flume Smart Home Water Monitor installed for at least one year at the property receiving the offer.
- I understand that the account associated with the location where the device is installed will be billed for water consumption based only on measurements from my water meter. The Flume Smart Home Water Monitor provides detailed information on daily water use, but its readings will not always match the total reads from my meter, which are read in different units and billed for periods that do not necessarily coincide with the calendar month. My water meter is the official measuring device for all purposes, including billing and compliance with applicable laws governing use and conservation of water.
- The property/location has Wi-Fi and I have a smartphone (iOS or Android) or other mobile device compatible with the Flume Smart Home Water Monitor.
- I understand using the Flume Smart Home Water Monitor does not guarantee reductions in my water use.
- I agree to allow Flume to share water use data acquired by the device with Solano County Water Agency and my water provider in part to assist in determining potential water savings of this device and to comply with the requirements of the grant funding partially funding the rebates.
- I agree to participate in at least one online follow-up survey conducted by Solano County Water Agency.
- I agree to install, or to have another party install, the Flume Smart Home Water Monitor according to the manufacturer's instructions and in a manner that does not interfere with the operation or reading of the meter. The device must be installed using the straps provided and does not require any physical alteration of the meter. The lid on the top of the 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 my water provider and my water provider will not be liable for any loss or damage resulting from the removal.
- I am able to install the Flume Smart Home Water Monitor on my water meter per the instructions provided, which may require kneeling over my in-ground meter box and working with my home Wi-Fi system. If not, I will have another party install the device as provided herein.

- 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 technologies.
- If the current water meter is replaced by my water provider for any reason, the Flume Smart Home Water Monitor will be removed by my water provider's staff and returned to me. I may re-install the device on the new meter.
- I acknowledge that the 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.
- Failure to comply with these terms and conditions are automatic grounds for disqualification from the program. Solano County Water Agency and Flume reserve the right to request proof of installation and/or to verify that the product is installed, and, if necessary, to recover rebate amounts for any products not installed as required or are removed earlier than agreed.
- 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 my water provider, Solano County Water Agency, 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.
- I agree to receive future communications from Flume regarding the Flume Smart Home Water Monitor at the email address provided.