



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 (“Flume Device”) for the discounted price of \$34 plus tax and shipping. The retail price is \$149 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 of \$9 plus tax and shipping.
- I understand that I will be billed for water consumption based only on measurements from the Western Municipal Water District (WMWD) meter. The Flume Device provides detailed information on daily water use, but its readings will not always match the total monthly reads from the WMWD meter, which are read in different units and do not always coincide with the calendar month.
- This offer is non-transferable. The Flume Device must be installed at the property associated with the account that received the offer.
- The Flume Device must be installed within 30 days of delivery or returned to Flume. In the event of a return, Flume will send a mailing label upon request and will refund my payment upon receipt of the returned Device.
- I am the account holder of the property where the Flume Device will be installed and understand by accepting this offer, I own the Flume Device.
- I am physically able to install the Flume Device on my water meter, which may require bending over my in-ground meter box and working with my home Wi-Fi system. If I am not able to do the installation or prefer to have a third party perform the work, I will be responsible, at my sole cost and expense, for hiring someone to do the installation,
- 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 Flume Water System presents no guarantee for reductions in water use.
- I hereby allow Flume to share water use data with WMWD in part to assist in determining potential water savings of this Flume Device. I understand that my data will be used for no purpose other than WMWD business and that my data will be strictly protected under WMWD’s and Flume’s respective privacy policies.
- As a part of this program, and in consideration for providing the discounted price, I agree to keep the Flume Device installed for one year.
- I agree to limit my actions on or about the meter and meter box to properly installing the Flume Device. In the event WMWD determines that the Flume Device, and/or the installation, is interfering with the proper operation of the meter or is harming the meter, WMWD reserves the right to remove the Flume Device and it will then be delivered to me along with suggestions as to how the Flume Device can be properly installed.
- I agree to participate in at least one online follow-up survey conducted by WMWD.



- I understand that Flume is the manufacturer of these devices. WMWD is only providing a rebate for the Flume Device. WMWD makes no claims, assurances or guarantees regarding the Flume Device. Flume is solely responsible for the function and quality of the Flume Device. For example, and not by way of limitation, WMWD is making no representation or warranty in regard to the installation, operation, or effectiveness of the Flume Device or in regard to whether or not I will experience a reduction in water use or reduced billings for water service.
- 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 Western Municipal Water 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 activities under 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.
- The authorized device shall be installed according to the manufacturer’s instructions and in a manner that does not interfere with the operation, reading or performance of the Western water meter. With the device installed, the lid of the meter box shall rest flush with the meter box and the lid shall be able to open and close freely. If, in the course of business, Western removes the device for any reason, Western will attempt to notify the Participant using the contact information provided to Western that the device has been removed and the device will be returned to the Participant or placed in the meter box. To continue to use the device, the Participant would be required to re-install the device in accordance with this Agreement once Western has completed its work. Western shall not be liable for any damage occurring to the device.