



Customer Participation Agreement

I acknowledge and understand the following:

- I understand that as part of this program, I will receive the Flume Smart Home Water Monitor for the discounted price of \$110 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 price of \$85 plus tax and shipping.
- The Flume Smart Home Water Monitor must be fully installed within 120 days of delivery or returned to Flume. Flume can send a mailing label for this purpose and will refund my payment.
- As part of this program, I agree to keep the Flume Smart Water System installed at the address where I receive my water bill for one year. Exceptions can be made if you relocate.
- WVWD is entitled to recover the \$120 cost sharing amount for any products not installed as required, installed outside the WVWD service area, or that are removed earlier than agreed.
- Failure to comply with these terms and conditions are automatic grounds for disqualification from the program. WVWD and Flume reserve the right to request proof of installation and/or to verify that the product is installed.
- I am the property owner or duly authorized holder of the Walnut Valley Water District (WVWD) 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.
- 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 the WVWD 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 the WVWD meter, which are read in different units and billed for periods that do not necessarily coincide with the calendar month. The WVWD water meter is the official measuring device for all purposes, including billing and compliance with applicable laws governing the use and conservation of water. Water use data provided by the Flume Smart Home Water Monitor shall not give rise to any justification to dispute any WVWD water bill.
- The property/location has Wi-Fi and I have a smartphone (iOS or Android) or other mobile devices 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 WVWD 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 WVWD.
- I agree to install, or to have another party install, the Flume Smart Home Water Monitor, at my cost and expense, 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 or use of WVWD's wired connection. The lid on the top of the meter must be able to open and close freely after the installation of the device. Any device that is attached in violation of these terms and conditions may be immediately removed by WVWD and WVWD 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, at my cost and expense.
- 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 WVWD water meter or associated WVWD property is damaged in any way or for any reason during the attachment or detachment of the device, I will pay to WVWD the cost (including labor and materials) to repair or replace the meter, meter box, meter box cover, or other related WVWD property. Unless other arrangements are made, WVWD will include the cost for any such repairs on the bill for water service to the property.
- If the current water meter is replaced by WVWD for any reason, the Flume Smart Home Water Monitor will be removed by WVWD staff and returned to me. I may re-install the device on the new WVWD 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.
- 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 Walnut Valley 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 this Participation Agreement ("Claim") and the installation, operation, maintenance and repair of the Flume Smart Home Water Monitor, 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 and WVWD regarding the Flume Smart Home Water Monitor at the email address provided.