

FLOWMETER PARTICIPANT AGREEMENT

Account Holder Name: _____

Property Address: _____

Telephone Number: _____

Email Address: _____

Water Account No.: _____

Type of Device and Equipment Installed (including manufacturer and model no.):

1. The Account Holder (“Participant”) is authorized to utilize the electronic water use detection device identified above on or near the East Bay Municipal Utility District (EBMUD) water meter at the above referenced property subject to the all the provisions of this Agreement and EBMUD Regulations Governing Water Service.
2. This Agreement is limited to the electronic water use detection device listed herein.
3. Installation: The Participant is liable for all costs associated with the installation of the device. The device shall be installed by use of straps or other attachment mechanism as provided by the device manufacturer so long as it does not require any physical alteration of the EBMUD water meter, appurtenances or wired connection(s). 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 EBMUD 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 EBMUD removes the device for any reason, EBMUD will attempt to notify the Participant using the contact information provided to EBMUD 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 EBMUD has completed its work. EBMUD shall not be liable for any damage occurring to the device.
4. Meter Reading: The device is solely for the convenience of the Participant. The Participant acknowledges that the EBMUD water meter is the official measuring device for all water service purposes, including billing and compliance with applicable regulations governing use and conservation of water. Data from the rebated device shall not be used to contest water usage measured by EBMUD’s water meter.
5. Repair and Removal Costs: The Participant is liable for all costs associated with any damage to

EBMUD equipment or interference with EBMUD operations as a result of the installation and operation of the device. In the event the device does interfere with EBMUD operations, Participant shall pay EBMUD costs (including staff time, labor, and materials) to repair or replace the meter, meter box, meter box cover, and other related EBMUD equipment or property, including estimated water use fees as a result of damage to EBMUD equipment or delays in meter readings during the attachment or detachment of the device. All EBMUD costs will appear on the Participant's bill for water service. Any devices that have not been authorized by EBMUD under this Agreement may be removed by EBMUD and the Participant shall be liable for all costs associated with the removal of the non-authorized device and any damage to EBMUD equipment. EBMUD will not be liable to the Participant for any loss or damage resulting from the removal of any devices.

6. **Indemnification and Release:** The Participant assumes all risks associated with Participant's installation of the device and use of this Agreement. Participant releases, discharges, and covenants not to sue EBMUD, its directors, officers, agents, and employees for any and all harms claims, actions, and liability arising out of or resulting the installation or presence of the device in EBMUD's meter box, including but not limited to all claims, actions, damages, liabilities, and expenses, including attorney's fees arising out of or related to any claims of patent infringement and any claims of construction or materialman's liens made by any subcontractor, subservice provider, or materialman. Participant expressly agrees to defend, indemnify, and hold harmless EBMUD, its directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, arising out of or pertaining to or relating the installation or presence of the device in EBMUD's meter box. Participant voluntarily decided to accept all risks connected with the installation or presence of the device in EBMUD's meter box. Participant acknowledges that EBMUD meter boxes may contain hidden dangers and hazards, sharp objects, poisonous or venomous insects or animals, and other unsafe conditions and will proceed at Participant's own risk. PARTICIPANT HAS READ THIS DOCUMENT AND UNDERSTANDS IT IS A RELEASE AND WAIVER OF ALL CLAIMS. PARTICIPANT FURTHER UNDERSTANDS THAT IT HEREBY ASSUMES ALL RISKS INHERENT IN THE INSTALLATION OR PRESENCE OF THE DEVICE IN EBMUD'S METER BOX.

EBMUD ACCOUNT HOLDER/PARTICIPANT:

Signature Date: _____

Printed Name

For EBMUD use only:

By: _____
Signature Printed Name

Title: _____ Date: _____