

FLOW SENSOR PILOT PROGRAM

PURPOSE: Improve efficiency of water used by shareholders on their property.

- **REBATE:** AMWC will rebate the shareholder for purchase and installation of a flow sensor device that electronically measures, transmits to a web portal, and electronically reports water use at the property at least once hourly and is designed for at least two years of continuous operation. The rebate amount will be up to 50% of the device cost or \$100, whichever is less. The rebate will be applied to the Shareholder's water account as a credit.
- **EXPIRATION:** This application expires 120 days from the date of pre-inspection or when funds run out, whichever is earlier.
- **TO APPLY:** Submit completed application and signed agreement, the original purchase receipt, and a photo of the device installed with the meter serial number showing.

REBATES ARE SUBJECT TO THE FOLLOWING CONDITIONS:

- Applicant's AMWC account must be active and in good standing.
- The application must be completely and accurately filled out.
- All rebates are subject to post-inspections. The program is not retroactive. Purchase date must be within three months of the application.
- Only one rebate is paid per shareholder per property.
- Retain a copy of this application and the sales receipts for your records.

FLOW SENSOR AGREEMENT

Shareholder Name:				
Service Address:				
Telephone Number:				
Email Address:				
Water Account No.:				
Type of Device and Equipment Installed (including manufacturer and model no.):				

- 1. <u>Authorization</u>. The Atascadero Mutual Water Company (AMWC) shareholder (Shareholder) named above is hereby authorized to utilize the electronic water flow sensor device identified above (Device) on or near the AMWC water meter that serves the above-referenced property, subject to the all the provisions of this Agreement and AMWC policies governing water service to the property. This Agreement is limited to the Device listed herein.
- 2. <u>Installation:</u> The Shareholder is liable for all costs associated with the purchase and 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 AMWC water meter, appurtenances or wired connection(s). The 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 AMWC 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 AMWC removes the Device for any reason, AMWC will attempt to notify the Shareholder using the contact information provided to AMWC that the Device has been removed, and the Device will be returned to the Shareholder or placed in the meter box. To continue

to use the Device, the Shareholder would be required to re-install the Device in accordance with this Agreement once AMWC has completed its work. AMWC shall not be liable for any damage occurring to the Device.

- 3. <u>Meter Reading:</u> The Device is solely for the convenience of the Shareholder. The Shareholder acknowledges that the AMWC 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 AMWC's water meter.
- 4. <u>Repair and Removal Costs</u>: The Shareholder is liable for all costs associated with any damage to AMWC equipment or interference with AMWC operations as a result of the installation and operation of the Device. In the event the Device does interfere with AMWC operations, Shareholder shall pay AMWC's costs (including staff time, labor, and materials) to repair or replace the meter, meter box, meter box cover, and other related AMWC equipment or property, including estimated water use fees resulting from damage to AMWC equipment or delays in meter readings during the attachment or detachment of the Device. All AMWC costs will appear on the Shareholder's bill for water service. Any devices that have not been authorized by AMWC under this Agreement may be removed by AMWC, and the Shareholder shall be liable for all costs associated with the removal of the non-authorized device and any damage to AMWC equipment. AMWC will not be liable to the Shareholder for any loss or damage resulting from the removal of any devices installed by the Shareholder.
- 5. Indemnification and Release: The Shareholder assumes all risks associated with Shareholder's installation of the Device and use of this Agreement. Shareholder releases, discharges, and covenants not to sue AMWC, its directors, officers, agents, and employees for any and all harms claims, actions, and liability arising out of or resulting from the installation or presence of the Device in AMWC'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. Shareholder expressly agrees to defend, indemnify, and hold harmless AMWC, 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 to the installation or presence of the Device in AMWC's meter box. Shareholder voluntarily decided to accept all risks connected with the installation or presence of the Device in AMWC's meter box. Shareholder acknowledges that AMWC meter boxes may contain hidden dangers and hazards, sharp objects, poisonous or venomous insects or animals, and other unsafe conditions and will proceed at the Shareholder's own risk.

SHAREHOLDER HAS READ THIS DOCUMENT AND UNDERSTANDS IT IS A RELEASE AND WAIVER OF ALL CLAIMS. SHAREHOLDER FURTHER UNDERSTANDS THAT IT HEREBY ASSUMES ALL RISKS INHERENT IN THE INSTALLATION OR PRESENCE OF THE DEVICE IN AMWC'S METER BOX.

SHAREHOLDER:

Signature

Date

Printed Name

Questions? Contact AMWC Conservation staff at (805) 464-5347

FOR AMWC USE ONLY				
Work Order #	Receipt Received	Installation Photo Received	Credit Issued (09-53190)	
Date				
Initial				