

## **Rachio Smart Water System Program - Customer Participation Agreement**

The Smart Water System program is offered by Citrus County Florida (County), a political subdivision of the State of Florida, to provide customers with Rachio Smart irrigation controllers, a simple solution for smart irrigation that is easy for the customer and achieves measurable efficiencies. Customers in the Program receive a Rachio 3 Smart Water System, consisting of one 8- or 16-zone smart irrigation controller with professional installation and customer support through messaging and notifications. Space is limited for the Smart Water Systems under the Program, and County has authority to make the final determination of eligibility and performance compliance.

### **PROGRAM ELIGIBILITY CONDITIONS:**

Eligible customers are required to meet and comply with certain criteria in order to participate in the Program. County will confirm eligibility based on the following conditions.

#### **Applicants must:**

- be a residential County water customer and cannot have received an irrigation controller rebate from County in the last five (5) years;
- have a valid Citrus County Utilities account in good financial standing;
- be a homeowner and resident at the premise associated with the utility account;
- have an existing, functioning in-ground irrigation system connected to County Utilities containing 16 zones or less (not a weather-based controller) installed at the property;
- receive professional installation of the Smart Water System through Rachio;
- be present during the installation;
- receive training from the installation contractor, and consent to a post-installation verification by County; and
- acknowledge the Smart Water System is non-transferrable.

### **PRE-INSTALLATION IRRIGATION SYSTEM REVIEW:**

Prior to installation of the Smart Timer at the service location, Applicant shall allow Installation Contractor to inspect the service location to confirm the site satisfies the minimum eligibility requirement of the Program. Installation Contractor shall determine whether the proper installation and operation of the Smart Timer is possible at the service location. Pre-installation procedures are listed below.

1. Applicant will be contacted by Installation Contractor to schedule the pre-installation review of the existing system and installation of the Smart Timer. At the appointed date and time, Installation Contractor will meet Applicant at Applicant's customer service address to verify irrigation system connection to the County's water supply, verify Wi-Fi access, verify Wi-Fi strength and review irrigation system to determine content of each zone, including head and plant types.
2. If Installation Contractor determines that the property does not qualify for the Program based on previously stated criteria, Applicant will have 30 days, or until August 31, 2019, whichever comes first, to make the necessary corrections and may then contact

Installation Contractor for a follow-up appointment. Site conditions that may prevent participation in the Program include irrigation system connected to a private well, insufficient Wi-Fi- signal, absence of Wi-Fi, or irrigation system will not engage.

#### INSTALLATION OF SMART CONTROLLER:

If the irrigation system audit concludes that the Applicant is eligible for installation of a Smart Controller, Installation Contractor will install the Smart Controller with Applicant in attendance.

1. Installation Contractor will not conduct any work outside of the standard installation scope of the Program or receive any form of payment from Applicant for work as a result of this program.
2. Certain Smart Controllers require an enclosure if placed outdoors. If the wiring and outlet for the timer is outdoors, an enclosure will be provided by Installation Contractor, if necessary.
3. Rachio will provide proof of digital activation of every controller installed.
4. Installation Contractor will provide training to applicant on how to program and maintain the Smart Controller. Installation Contractor will leave with Applicant a copy of manufacturer's' warranty documentation, user manual for the Smart Controller, phone number for technical assistance and/or production malfunction.

#### PROGRAM PARTICIPATION CONDITIONS:

By accepting a Smart Water System, the participating customer affirms the following, as indicated by checking the box, which constitutes a legal signature confirming that the participating customer acknowledges and agrees to the terms and conditions of the Customer Participation Agreement:

- I am a homeowner of record of the subject property.
- I am currently responsible for the water bill at the premises.
- The premise has an existing, functioning in-ground irrigation system, containing no more than 16 zones, which is currently operated by a functioning non-weather based controller.
- The irrigation system is connected to County Utilities potable water supply
- I agree to release my old controller to Rachio Inc. to be recycled.
- The premise has reliable Wi-Fi able to provide a good signal to the irrigation controller component of the Smart Water System to be installed. Wi-Fi shall remain activated at all times.
- I agree that this program is voluntary and regular supervision of the landscape water use or the day-to-day operation of the installed equipment remains the responsibility of the Applicant.
- I agree to operate and maintain Smart Water System controller for at least three (3) full years (meaning, the homeowner will use the Rachio to irrigate for three years after installation of the Smart Water System).
- I understand that upon installation, ownership and operation of the new Smart Timer and all peripheral equipment becomes the responsibility of Applicant.

- County is not responsible for my Wi-Fi system or charges associated with maintaining it.
- County is not responsible for the condition of my landscaping or irrigation system now, or in the future.
- Operation of the Smart Water System presents no guarantee for reductions in water use on the premises.
- The Rachio weather-based controller feature uses local weather data to adjust water applied to the premises. If this feature is utilized, I understand it may increase my water use/monthly bill as weather changes;
- Controller settings and water usage may be monitored for program evaluation purposes.
- I agree to participate in an online follow-up survey conducted by County;
- I agree to participate in a follow up training by County. If I do not participate in the training, I may be billed the full cost of the product and installation.
- I agree to receive future communication from County.
- I understand if any of the above eligibility requirement are not found to be true, I will not receive a Smart Water System.
- The Smart Water System will be programmed with scheduling criteria based on the installation contractor's assessment of the existing landscaping. To ensure appropriate water is applied to the landscaping, as the property owner, I am responsible for fine-tuning and adjusting scheduling criteria including but not limited to: plant type, climate exposure, soil type, root depth, precipitation rate, irrigation efficiency, and degree of slope.

\_\_\_\_\_ I acknowledge and accept (INITIAL HERE)

#### GENERAL TERMS AND CONDITIONS

1. Except as stated herein, neither County nor Rachio make any warranties, expressed or implied, with respect to the measures suggested, equipment, operation, material, workmanship or manufacturing associated with this Program. Neither County nor Rachio guarantee a specific level of water efficiency or cost savings will result from any measures taken or products funded under the Program. Installer offers a limited 1-year warranty on services. Otherwise, neither County nor Rachio are liable for any damage caused by the operation or malfunction of the installed equipment or measures taken. Rachio and Customer are responsible to arrange for the disposal/recycling of any waste generated as a result of Customer's project.
2. Customer agrees that in consideration of its participation in the Program and receipt of products and coordination of services, County and Rachio will not be responsible in contract, tort, or otherwise for any losses or damages of any kind incurred, arising out of, or related to this Program. Customer agrees, under no circumstances will the County or Rachio be responsible for any indirect, consequential, incidental, remote or speculative damages arising from the Program.

3. Customer further acknowledges neither County or Rachio are responsible for the calculation, collection, or distribution of any tax credits, tax deductions or rebates customer may be eligible to receive for efficiency measures, and neither County, Rachio nor Installer can or have given any advice regarding Federal or state tax consequences of participation in the Program.

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Date Signed

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Customer