

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

The Smart Water System program (Program) is offered by Fort Collins Utilities (Utilities) in collaboration with Rachio Inc. and provides customers with a simple solution for smart irrigation that is easy for the customer and achieves measurable savings toward the City of Fort Collins Water Efficiency Plan goals. Customers in the Program receive a Smart Water System, consisting of one 8- or 16-zone smart irrigation controller, flow sensor, and Utilities customer support through messaging and notifications. There is limited availability of the Smart Water Systems under the Program, and Utilities 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. Utilities will confirm eligibility based on the following conditions, and as otherwise determined by Utilities, to preserve the safe operation of the Utilities' water system and system components:

- Applicants must...
  - be single-family residential Utilities' water customers and cannot have received an irrigation controller rebate from Utilities in the last five (5) years;
  - maintain a valid Fort Collins 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 containing 16 zones or less (not a weather-based controller) installed at the property;
  - purchase professional installation of the Smart Water System through Rachio;
  - be present during the installation; and
  - receive training from the installation contractor, and consent to a post-installation verification, if requested by Utilities.
- The Smart Water System is non-transferrable.

### **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 responsible for the water bill for service the premises now and in the future.
- 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.
- 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.

- I agree to operate and maintain Smart Water System controller for at least three (3) full irrigation seasons (meaning, the homeowner will use the Rachio to irrigate annually from May through September for three consecutive years, starting the year after Smart Water System is installed).
- I acknowledge and accept
  - Utilities is not responsible for my Wi-Fi system or charges associated with maintaining it;
  - Utilities 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;
  - my controller settings and water usage may be monitored for program evaluation purposes.
- I agree to participate in at least one online follow-up survey conducted by Utilities;
- I agree to receive future communication from Utilities;
- I will not re-design, retrofit, or add to my irrigation system without contacting Utilities prior to any work conducted on the irrigation system;
- 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 base 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.

GENERAL TERMS AND CONDITIONS

a. Except as stated herein, neither Utilities or Rachio make any warranties, expressed or implied, with respect to the measures suggested, equipment, operation, material, workmanship or manufacturing associated with this Program. Neither Utilities or Rachio guarantee a specific level of water efficiency or cost savings will result from any measures taken or products funded under the Program, nor that the facility will meet other performance estimates of auditors. Installer offers a limited 1-year warranty on services. Otherwise, neither Utilities or 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.

b. Customer agrees that in consideration of its participation in the Program and receipt of products and coordination of contractor services, City of Fort Collins Colorado and Rachio will not be responsible in contract, tort, or otherwise for any losses or damages of any kind incurred, arising out or, or related

to this Program. No action may be commenced by customer against the City or Rachio (as appropriate) within ten (10) days after the occurrence giving rise to such cause of action. Customer agrees, under no circumstances, will the City of Fort Collins, or Rachio, be responsible for any indirect, consequential, incidental, remote or speculative damages arising from the Program.

c. Customer further acknowledges neither Utilities or Rachio are responsible for the calculation, collection, or distribution of any tax credits, tax deductions, or rebates you may be eligible to receive for efficiency measures, and neither Installer or Sponsor can or have given any advice regarding Federal or state tax consequences of participation in the Program.

#### AFFIDAVIT RESTRICTIONS ON PUBLIC BENEFITS

I swear or affirm under penalty of perjury under the laws of the State of Colorado that I am a United States citizen.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States when asked as well as submission of a secure and verifiable document. I may also be required to provide proof of lawful presence.

I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

By signing this you acknowledge and agree that you are the customer of record for the associated account, that you are participating in the program as stated above and plan to install the system at the address indicated above as required by the Program and that you authorize Utilities to disclose your customer data as specified in this form.