

# Property Owner/Manager Agreement

I \_\_\_\_\_ with \_\_\_\_\_ of \_\_\_\_\_  
**Owner/Manager's Name** **Owner/Manager's Company** **Owner/Manager's City, State & Zip**

have authority to enter into this Owner/Manager Agreement in reference to the leased property located at

\_\_\_\_\_ **property**  
**Property(ies) Street Address, Apartment/Unit #, City, State & Zip**

## **As the Owner or Owner's Manager of this PROPERTY,**

**I AUTHORIZE** Evergy, by and through its contractor ("Contractor"), to enter the property listed above and to replace any and all existing HVAC thermostats serving the unit(s) within the PROPERTY with programmable or learning thermostat(s) and other necessary load control device or equipment in association with Evergy's Programmable Thermostat Program ("Program"), at no direct cost to the owner, agent or tenant(s).

**I AGREE** to notify tenants of participation in the Program and when thermostat installations and/or inspections of the thermostat(s) will occur, as well as provide access at reasonable times to the premises listed above for the installation and/or inspection of the thermostat(s) and equipment associated with the Program.

**I UNDERSTAND** any service-related calls or replacements associated with the thermostat will be provided by Contractor on behalf of Evergy at no cost to the owner, agent or tenant(s) for the extent of participation in the Program.

**I UNDERSTAND** that participation in the Program is subject to the owner or owner's manager's approval. Participation may result in the cycling of the HVAC system serving the participant(s)' unit(s) in the Property above, as required by Evergy to reduce its peak demand June through September on weekday afternoons.

**I UNDERSTAND** that all programmable or learning thermostats or any other Evergy-provided load control device provided under the Program are and at all times will remain the property of Evergy for a period of three (3) years. During this period, tenant's interest in such property is only a right to use such property for the extent of participation in the Program. Following this three-year period, if the tenant elects to continue with the Program, then the programmable or learning thermostats and any other load control device will become the tenant's property, and Evergy will service the thermostat for as long as the tenant wishes to participate in the Program or the Program is terminated, whichever occurs first. If, following such election to continue participation, the tenant elects to discontinue with the Program, the programmable or learning thermostats and any load control device will remain the tenant's, but Evergy will no longer service such property.

**I UNDERSTAND** that I may request Evergy to direct Contractor, to remove any and all Evergy-provided programmable or smart thermostats and to re-install the original thermostats at no cost to the owner, manager, or tenant(s) for the extent of participation in the Program. As such, I also understand and agree that the original thermostats will be retained by the owner, manager or tenant(s) for the purpose of reinstalling should owner or owner's manager decide to no longer participate in the Program, and in the event the original thermostats are lost or otherwise not retained, owner accepts all cost associated with replacement of the programmable or learning thermostat(s) with a different thermostat.

**I ACKNOWLEDGE** that Evergy's responsibility for all work performed is limited to directing Contractor to install or replace the programmable or smart thermostat and related equipment, and liability of Contractor shall be limited to any damage or injury to persons or property caused by or resulting from Contractor's negligent performance at the time of installation. Except as provided above, owner or owner's manager confirms and acknowledges that liability for damages specifically excludes property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or related to moisture intrusion, mildew, fungus, spores, or mold of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. I further understand that to make a successful warranty claim I must first contact Evergy Thermostat Program at **1-866-882-4429** toll-free.

**I UNDERSTAND** that no scheduling of the installation, or actual installation, will begin without Evergy's receipt of this signed agreement. I have read, understand, and agree to its terms:

\_\_\_\_\_  
**Owner/Manager's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Owner/Manager's Telephone**

\_\_\_\_\_  
**Owner/Manager's Email or fax**

\_\_\_\_\_  
**Owner/Manager's Address**