

# KANSAS HEATING, COOLING AND HOME COMFORT REBATE TERMS AND CONDITIONS



These terms and conditions are only valid for installation or service completed on or after June 1, 2024.  
Only authorized contractors may submit applications for rebate consideration.

**REBATE OVERVIEW:** The Heating and Cooling Rebate (the "Rebate") offered by Evergy ("Evergy") provides rebates to Evergy customers (the "Customer(s)") who purchase and have installed qualifying HVAC and heat pump systems ("Heating and Cooling Services") through an Evergy-authorized contractor (a "Trade Ally"). All systems are required to be Air-Conditioning, Heating and Refrigeration Institute (AHRI) certified at the SEER2 ratings as shown on the Incentive Chart. SEER2 ratings and certification require installation of a matching coil and may require installation of a new furnace or air handler. Ask your contractor for details. This Rebate is only valid for Heating and Cooling Services completed on or after June 1, 2024, and is subject to the terms and conditions contained herein.

**APPLICATION:** Upon completion of the Heating and Cooling Services, the Trade Ally may submit applications for Rebate consideration. Customers may not submit applications directly to Evergy or to ICF (the "Implementer"). The application and any required additional documentation, including invoices, permit information and the commissioning report, must be filled out completely and accurately and must be submitted electronically to the Implementer by the Trade Ally via the online portal supported by the Implementer or by electronic mobile device application. Customers are advised to obtain and retain a copy of the application from the Trade Ally and any accompanying documentation submitted to Evergy under this Rebate. Evergy will not be responsible for lost documentation pertaining to an application request. This Rebate only applies to equipment purchased and installed on or after June 1, 2024. Please check [evergy.com](http://evergy.com) for updates. Details of this Rebate, including Rebate levels, are subject to change or cancellation without prior notice. The application, with required documentation, must be received within 30 days of the completion of the Heating and Cooling Services. Only one Rebate is allowed for each qualifying measure purchased or service received. Rebate amounts are valid through Dec. 31, 2024, but are subject to change without notice.

**ELIGIBILITY:** Funds available for Rebates are limited. This Rebate is valid for Customers in the Evergy Kansas Metro and Evergy Kansas Central territories on a first-come, first-served basis. To be eligible to participate in the Rebate, Customers must receive service under any generally available residential rate schedule offered by Evergy. In order to qualify for the Rebate, all Heating and Cooling Services must be performed by an authorized Trade Ally. Please visit [evergy.com](http://evergy.com) to locate authorized Trade Allies in your area. The application must be submitted by the Trade Ally via the online portal supported by the Implementer or by electronic mobile device application. Equipment must be installed. All Heating and Cooling Services must be performed in Evergy Kansas Metro and Evergy Kansas Central service territories. Rebate amounts and eligible HVAC/heat pump systems can be found at [evergy.com](http://evergy.com).

**APPROVAL, VERIFICATION AND INSPECTION:** Prior to any payment of a Rebate, Evergy reserves the right to verify sales transactions. The Trade Ally will verify that the Heating and Cooling Services meet all applicable building codes; zoning laws; local, state and federal requirements; and other relevant requirements. The Trade Ally is responsible for any applicable permits as required by law. Outdoor temperatures and other weather conditions may affect this verification process. Customer's home may also be selected for a quality control, post-installation inspection by Evergy or its Implementer. No warranty is implied by this inspection.

**REQUIRED DOCUMENTATION:** The Trade Ally's invoice itemizing the purchased materials, products and/or services performed must accompany each Rebate request. The invoice copy must indicate the equipment type, make, model, serial numbers (coil and condenser model/serial numbers listed separately) and date of purchase or the date on which the Heating and Cooling Services were performed.

**PAYMENT:** Please allow up to eight weeks for processing. Payment processing may be delayed if required documentation or information on the application is incomplete or missing. Please call us toll-free at 888-872-6803 if you have any questions about your Rebate.

**TAX LIABILITY:** Evergy will not be responsible for any tax liability that may be imposed on the Customer as a result of the payment of a Rebate. Please contact your tax adviser for more information.

**NO ENDORSEMENT:** Evergy does not endorse any particular manufacturer, product, system design, claim or Trade Ally in promoting this Rebate.

**LIABILITY WAIVER:** By executing this application, the Customer voluntarily agrees not to hold Evergy, Implementer, trade allies or any of their affiliates, directors, officers, employees, agents or contractors liable for any illness or injury. Customer further agrees not to engage in any inappropriate actions or otherwise endanger the safety or health of same.

**INFORMATION RELEASE:** Customer agrees that Evergy may include Customer's name, address, Evergy account number, the Heating and Cooling Services performed by the Trade Ally and resulting

energy savings to Customer in a database hosted by the Implementer, and that such Information may be included in reports or other documentation submitted to Evergy and/or the Kansas Corporation Commission. Evergy will treat such information as confidential and report such information only in the aggregate.

**LIMITATION OF LIABILITY:** Notwithstanding anything to the contrary herein and to the extent permitted by applicable law, customer agrees that regardless of the legal theory asserted (including but not limited to breach of contract, warranty, negligence or tort), the liability of evergy or implementer resulting from the rebate or any party asserting claims on behalf of or in the name of customer will not exceed collectively and in the aggregate, for all claims, liabilities, losses, damages or expenses, the value of the rebate received by the customer. Further, in no event will evergy or implementer be liable, whether in contract, tort (including negligence), strict liability, warranty or otherwise for special, incidental or consequential damages connected with or resulting from participation in the rebate. Evergy reserves the right to not pay any rebate if the application form and all required additional information are not complete and accurate.

**WARRANTIES:** Evergy does not warrant the proper completion of work or performance of installed products, expressly or implicitly. Evergy makes no warranties or representations of any kind, whether statutory, expressed or implied, including without limitation, warranties of merchantability or fitness for a particular purpose regarding the central air conditioning or heat pump equipment provided by a trade ally or any manufacturer or vendor. Evergy makes no promise or guarantee that the heating and cooling services will result in energy cost savings. The trade ally shall be responsible for delivering details regarding warranties (if any) for services provided and products installed in connection with the rebate. Evergy and implementer provide no warranties regarding safety, health or well-being.

**PROPERTY RIGHTS:** Customer represents that he/she has the right to complete and/or install the Heating and Cooling Services on the property on which those measures were completed and/or installed and that any required consents from landlords, tenants, etc., to permit the Heating and Cooling Services to be performed on Customer's property, as the case may be, have been obtained by Customer.

**EVALUATION, MEASUREMENT AND VERIFICATION (EM&V):** By participating in the Program, you acknowledge and agree to the necessity of Evaluation, Measurement and Verification (EM&V) activities. These activities are a fundamental component of the incentive process, conducted by Evergy and its authorized third-party EM&V contractor, to ensure the effective use of Program incentives for cost-efficient Energy Efficiency Measures (EEMs) and projects. As a participant in the Program, you understand that you may be contacted by a third-party evaluator for various EM&V activities if you receive an incentive. These activities can include, but are not limited to, participant surveys, on-site inspections of installed EEMs and replaced equipment, spot measurements of installed EEMs, and/or the installation of data loggers on installed EEMs. These activities are designed to verify service/equipment installation and monitor claimed savings.

**RENTER'S CERTIFICATION:** Customer who rents and does not own the property on which the Heating and Cooling Services will be performed hereby certifies that he/she has received consent from the landlord or homeowner for the Heating and Cooling Services and associated direct installation measures. To the extent Customer has not received proper consent from the landlord or homeowner, as applicable under the terms of this provision, Customer agrees to indemnify, defend and hold harmless Evergy from any claims, losses, damages, liabilities or expenses incurred by Evergy as a result of Customer's failure to obtain such consent.

**CUSTOMER'S CERTIFICATION:** Customer certifies that he/she has purchased and installed the products/materials listed on the application at the defined location. Customer agrees that all information is true and that he/she has conformed to all Rebate and product requirements listed.

**RIGHT TO REFUSE:** It is the sole discretion of the Trade Ally to refuse service or end the Heating and Cooling Services when confronted by a Customer acting inappropriately or when facing a situation deemed potentially unsafe or harmful to health or well-being. "Inappropriate" includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, threatening or erratic behavior and inappropriate personal conduct. The Trade Ally reserves the right to refuse any premises, or vicinity therein, deemed by the Trade Ally to be potentially unsafe or harmful.

**USE OF EMAIL ADDRESS:** Customer acknowledges and agrees that Evergy or its Implementer may contact Customers via email in connection with the Rebate.

## Customer Completion Required

If you are replacing an existing central air conditioning system or heat pump, the outdoor unit that is being replaced (please pick one):

Runs when the A/C is turned on, even if it doesn't cool the home.

Does not run at all when the A/C is turned on.

Account Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By signing the Terms and Conditions, you will automatically be enrolled in Evergy's email subscription. Some restrictions may apply. Visit [evergy.com/energyoffers](http://evergy.com/energyoffers) for full details.