



# RESIDENTIAL EV CHARGING REBATE TERMS AND CONDITIONS

*These terms and conditions are only valid for installation or service completed on or after March 15, 2022.*

**REBATE OVERVIEW:** The Residential EV Charging Rebate (the “Rebate”) offered by Evergy (“Evergy”) provides rebates of up to \$500 to Evergy customers in the State of Kansas (the “Customer(s)”) who have installed a qualifying EV Outlet or Hardwired EV Charger to accommodate L2 charging of a Customer’s personal EV. This Rebate is only valid for EV Outlets or Hardwired EV Chargers installed on or after March 15, 2022, and is subject to the terms and conditions contained herein.

**DEFINITIONS:** For the purposes of this Rebate, the following terms when capitalized shall have the meanings set forth below: (1) “EVSE” means equipment that communicates with and supplies electric power to the EV and may be referred to as the “charger” which may be a permanently mounted device or a plug-connected cord-set provided by the vehicle manufacturer; (2) “EV” means the collective term used for battery electric vehicles and plug-in hybrid electric vehicles; (3) “EV Outlet” means a dedicated 240V, 40 amp or greater, circuit, including a NEMA 14-50 outlet intended for Level 2 charging; (4) “Hardwired EV Charger” means a residential charging station where the supply power wires are connected directly to the power wires coming from the electrical panel (circuit breaker); (5) “Home Charging” means EVSE that is located at a residential dwelling, typically mounted in a garage, intended to provide EV charging service for the homeowner or renter; and (6) “Level 2” or “L2” means a level of EV charging that supplies charging power (3.8-19.2 kW) at 208 or 240V alternating current through an SAE Standard J1772 connector, which is commonly accomplished with a permanently mounted EVSE though some manufacturer-provided cord-sets are 240V compatible.

**APPLICATION:** Upon installation of a qualifying EV Outlet or Hardwired EV Charger, the Customer may submit applications for Rebate consideration. Customers must request a Rebate by submitting an application through the Evergy website ([www.evergy.com](http://www.evergy.com)). The application must contain any required documentation as set forth in these terms and conditions. Evergy will not be responsible for lost documentation pertaining to an application request. A maximum of one Rebate is allowed for each qualifying Customer residence. This Rebate only applies to EV Outlets or Hardwired EV Chargers installed on or after March 15, 2022. Details of this Rebate, including Rebate levels, are subject to change or cancellation without prior notice. The application, with required documentation, will be accepted until the earlier of the date that funding is exhausted for the incentive or March 14, 2027. Rebates must be claimed within six (6) months of date of installation or no later than March 14, 2027. Please check [www.evergy.com](http://www.evergy.com) for updates.

**ELIGIBILITY:** Funds available for Rebates are limited. This Rebate is valid for Customers in the Evergy Kansas Central and Evergy Kansas Metro territories on a first-come, first-served basis. To be eligible to participate in the Rebate, Customers must receive service under any residential rate schedule that are not in collections or have an active payment agreement with Evergy; own or lease an EV; and agree to the terms & conditions contained herein. In order to qualify for the Rebate, an EV Outlet or Hardwired EV Charger must be installed by a certified electrician. The application must be submitted by the Customer through the Evergy website.

**REBATE INFORMATION:** Subject to the terms and conditions contained herein, Customers are eligible to receive a Rebate of \$500 if Customer is enrolled in a residential EV or Time Of Use (“TOU”) rate; or a Rebate of \$250 if Customer does not elect to enroll in a residential EV or TOU rate.

**TERMS AND CONDITIONS:** Customer represents and warrants that it has the right to install an EV Outlet or Hardwired EV Charger at Customer’s property. Any decisions regarding the selection, design and use of an electric contractor performing the work shall be at the sole discretion, and are the sole responsibility, of the Customer. Customer will obtain, or cause to be obtained, all necessary approvals, permits, and licenses for the installation of an EV Outlet or

Hardwired EV Charger. Customer agrees to install the EV Outlet or Hardwired EV Charger in compliance with all federal, state, and local laws and codes, and to follow all applicable electric codes and standards. Customer will pay the electricity costs for use of the EV Outlet or Hardwired EV Charger under its selected Evergy service rate. Evergy may recover up to \$250 of the Rebate from the Customer if Customer unenrolls from a residential EV or TOU rate prior to the Customer’s one year anniversary of having received the Rebate. Customer agrees to participate in Evergy surveys related to its experience with the Rebate and other relevant topics. By applying for the Rebate, the applicant agrees that the project may be subject to on-site inspections by Evergy. Except as otherwise stated herein, Evergy makes no representations or warranties regarding whether Customer will or will not qualify to receive the Rebate. The Rebate amount and availability are subject to change at any time. Evergy reserves the right to recover the Rebate amount on a prorated basis in the event of Customer’s breach of these Terms and Conditions.

**REQUIRED DOCUMENTATION:** The Customer must provide each of the following in its application: (1) an invoice itemizing the installed EV Outlet or Hardwired EV Charger and providing a detail of the cost and date of such installation and type of EV Outlet or Hardwired EV Charger installed; (2) proof that the EV Outlet or Hardwired EV Charger was installed by a certified electrician; (3) proof of ownership or lease of an EV registered at the address in which the EV Outlet or Hardwired EV Charger was installed; and (4) any additional information required by Evergy.

**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 at 816-897-7562 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, or electrician in promoting this Rebate.

**LIABILITY WAIVER:** By executing this application, the Customer voluntarily agrees not to hold Evergy, Rebate administrator 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.

**PERMISSION TO USE DATA:** Customers participating in this Rebate grant Evergy the unrestricted right to access and use all data gathered and any information provided in the application for use internally by Evergy in ordinary business use, by a third-party rebate administrator of the Rebate, regulatory reporting to the Kansas Corporation Commission and other third parties as deemed appropriate by Evergy and consistent with its data privacy rules, under which said data will be treated as confidential. Evergy may use the collected data to provide Customer with feedback on Customer’s current and alternative rate plans and to assess the rebate recipients use of off peak charging habits. Publicly reported data will be made available on an aggregated, non-personally identifiable basis.

**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 REBATE ADMINISTRATOR 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 REBATE ADMINISTRATOR 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 EV OUTLET OR HARDWIRED EV CHARGER PROVIDED BY ANY VENDOR OR MANUFACTURER. EVERGY MAKES NO PROMISE OR GUARANTEE THAT THE EV OUTLET OR HARDWIRED EV CHARGER WILL RESULT IN ENERGY COST SAVINGS. EVERGY AND THE REBATE ADMINISTRATOR 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 EV Outlet or Hardwired EV Charger on the property on which those measures were completed and/or installed and that any required consents from landlords, tenants, etc., to permit the installation of an EV Outlet or Hardwired EV Charger to be performed on Customer's property, as the case may be, have been obtained by Customer.

**RENTER'S CERTIFICATION:** Customer who rents and does not own the property on which the EV Outlet or Hardwired EV Charger is installed hereby certifies that he/she has received consent from the landlord or homeowner for the installation/upgrade of an outlet to 240V. 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 Evergy to refuse service or end the Rebate 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. Evergy reserves the right to exclude any premises, or vicinity therein, deemed by the Evergy to be potentially unsafe or harmful.

**USE OF EMAIL ADDRESS:** Customer acknowledges and agrees that Evergy or its Rebate administrator may contact Customers via email in connection with the Rebate, or with messages about Evergy's EV programs and for other non-regulated and regulated programs and offers.