



PROGRAM OVERVIEW: Energy Savings Kit (the “Energy Savings Kit”), offered by Evergy (“Evergy”), provides a walk-through assessment of the home of an Evergy customer (the “Customer”) by a home Energy Efficiency Professional (the “Energy Efficiency Professional”) from ICF (the “Implementer”) and a selection of energy-saving measures that may be installed by the Energy Efficiency Professional at the time of the home visit.

SUMMARY REPORT: Customers who participate in the Energy Savings Kit will receive a summary report (the “Summary Report”) from the Energy Efficiency Professional either at the time of the home visit or thereafter via mail or email. The Summary Report will serve as the minimum deliverable of the Energy Savings Kit and will provide the Customer with a record of the Energy Efficiency Professional’s findings, a review of energy-saving measures installed and additional recommendations related to energy efficiency. Evergy will not be responsible for any lost documentation pertaining to the Energy Savings Kit or the Summary Report.

ELIGIBILITY: Funds for the Energy Savings Kit are limited and are available to 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 Energy Savings Kit, the Customer must receive service under any generally available residential rate schedule offered by Evergy, and the Customer’s account must be active. Customers are eligible for one Energy Savings Kit per Evergy account.

APPROVAL AND VERIFICATION: Evergy reserves the right to verify the delivery of Energy Savings Kit services and to have reasonable access to the Customer’s residence to inspect the energy efficiency measures installed under the Energy Savings Kit.

TAX LIABILITY: Evergy will not be responsible for any tax liability that may be imposed on the Customer as a result of the delivery and installation of the Energy Savings Kit. Please contact your tax advisor for more information.

NO ENDORSEMENT: Evergy does not endorse any particular manufacturer, product, system design or service in promoting the Energy Savings Kit.

INFORMATION RELEASE: The Customer agrees that Evergy may include the Customer’s name, address, Evergy account number, the services performed under the Energy Savings Kit for the Customer and resulting energy savings to the Customer in a database hosted by the Implementer, and such information may be included in reports or other documentation submitted to the Implementer and/or the Kansas Public Service 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, THE CUSTOMER AGREES THAT REGARDLESS OF THE LEGAL THEORY ASSERTED (INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR TORT), EVERGY’S LIABILITY UNDER THE ENERGY SAVINGS KIT TO THE CUSTOMER, OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF OR IN THE NAME OF THE CUSTOMER, WILL NOT EXCEED COLLECTIVELY AND IN THE AGGREGATE, FOR ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES OR EXPENSES, THE VALUE OF THE ASSESSMENT PERFORMED BY EVERGY FOR THE CUSTOMER DURING THE FIRST YEAR OF THE ENERGY SAVINGS KIT. FURTHER, IN NO EVENT WILL EVERGY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE, FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM THE ENERGY SAVINGS KIT.

WARRANTIES: EVERGY DOES NOT WARRANT THE PROPER COMPLETION OF WORK OR PERFORMANCE OF INSTALLED PRODUCTS, EXPRESSLY OR IMPLICITLY. EVERGY MAKES NO WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING.

Please be sure you have read the Terms and Conditions of this application.
I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ABOVE. Yes No

Customer Signature:

Energy Savings Kit Date: