

# Income-Eligible Multi-Family Direct Install Application



(One application per site, please)

## I. Applicant Information

Property Owner – Company Name (as shown on most recent tax return):

Company Contact – First and Last Name:

Contact Title:

Email:

Street Address:

City:

State:

ZIP Code:

Office Phone:

Mobile Phone:

Fax:

## II. Payee Tax Information

This section should be completed by the company receiving the installation measures.

Tax Status:

- Corporation  
  Partnership  
  Individual/Sole Proprietor  
 Exempt (tax exempt/nonprofit) – must provide documentation

Tax Identification Number:

EIN:

\_\_\_\_\_ - \_\_\_\_\_

## III. Other Key Contacts (On-Site Manager, Head of Maintenance)

Site Contact 1 First Name:

MI:

Last Name:

Site Contact 1 Title:

Email:

Mailing Address:

City:

State:

ZIP Code:

Office Phone:

Mobile Phone:

Fax:

Site Contact 2 First Name:

MI:

Last Name:

Site Contact 2 Title:

Email:

Mailing Address:

City:

State:

ZIP Code:

Office Phone:

Mobile Phone:

Fax:

## IV. Site Information

Site Name:

Site Address:

City:

State:

ZIP Code:

Electric  
  Gas

Paid by:  Property    Individual Tenants

Master-Metered Building?  Yes  No

Number of Stories:

All Electric Building?  Yes  No

Age of Oldest Building:

Number of Buildings:

Number of Units per Building:

Total Number of Units:

Total Square Footage:

Water Heat Fuel Source:

Building Heat Fuel Source  
(Natural Gas, Propane (LP), Electric):

Building Heat Type  
(Furnace or Baseboard):

## V. Terms And Conditions

**IEMF OVERVIEW:** Income-Eligible Multi-Family ("IEMF"), offered by Evergy ("Evergy") and Spire ("Spire"), provides a walk-through assessment of the multi-unit property of an eligible Evergy and Spire customer (the "Customer") by a program manager (the "Program Manager") from ICF (the "Implementer"), a selection of energy-saving measures (the "Direct Measures") that may be installed by an energy efficiency professional (the "Energy Efficiency Professional") in tenant units and in property common areas at the time of the property visit and/or qualified custom measures incentivized per first year kWh saved or \$6.63 per MCF saved during the first year (the "Custom Incentive"). Customer shall provide tenants with 24-hour advance written notice of the IEMF assessment, and tenants may elect not to participate in IEMF by providing written notice to the Customer.

**SUMMARY REPORT:** Customers who participate in IEMF and own or manage the assessed multi-family property will receive a summary report (the "Summary Report") via mail or email from the Program Manager after the property visit. The Summary Report will serve as the minimum deliverable of IEMF and will provide the Customer with a record of the Program Manager's findings, a historical energy analysis, a review of energy-saving measures installed and additional recommendations related to energy efficiency. Evergy and Spire will not be responsible for any lost documentation pertaining to the Summary Report.

**ELIGIBILITY:** Funds for IEMF are limited and are available to eligible customers in the Evergy Missouri Metro and Evergy Missouri West and Spire territories on a first-come, first-served basis. "Eligible Customers" are any customers receiving electric service from Evergy under any residential rate schedule or business customers served under the SGS, MGS, LGS, SGA, MGA or LGA rate at multi-family income-qualified properties consisting of three or more dwelling units. Eligible Customers must complete and submit an application ("Application") to participate in IEMF; tenants residing in multi-family units owned by Eligible Customers will receive in-unit efficiency measures at no cost and are not required to submit an application. For the purposes of this program, the term "income-qualified" refers to tenant occupants meeting one of the following building eligibility requirements: (1) Documented participation in a federal, state or local affordable housing program, including LIHTC, HUD, USDA, State HFA and local tax abatement for low-income properties; (2) Location in a census tract we identify as low-income, using HUD's annually published "Qualified Census Tracts" as a starting point; (3) Rent roll documentation where at least 50% of units have rents affordable to households at or below 80% of area median income, as published annually by HUD; (4) Documented tenant income information demonstrating at least 50% of units are rented to households meeting one of these criteria: at or below 200% of the federal poverty level or at or below 80% of area median income; or (5) Documented information demonstrating the property is on the waiting list for, currently participating in or has in the last five years participated in the Weatherization Assistance Program. For IEMF properties with less than 51% qualifying tenants, the building's owner will be required to verify installation of comparable qualified energy efficiency measures at their expense in all non-qualifying units. Upon verification and approval, the program may upgrade the entire building, common areas and all of the remaining eligible units with qualified energy efficiency measures. Qualified energy efficiency measures are identified in official program materials. Customers are eligible for participation in IEMF only once in the 36-month program period.

**PRE-INSTALLATION ANALYSIS, SURVEY AND APPROVAL:** Customers must provide separate Applications for Direct Measures and the Custom Incentive. Unless otherwise agreed to in writing by Evergy and Spire, Evergy and Spire are not obligated to award any installations unless they approve the Customer's Application and complete a pre-installation audit of the Customer's facilities. After an Application is approved, the Customer will receive notification of preapproved installations.

**POST-INSTALLATION APPROVAL AND VERIFICATION:** Evergy and Spire reserve the right to verify the delivery of IEMF services and to have reasonable access to Customer's property to inspect the energy efficiency measures installed under IEMF. The Customer will be provided 24-hour advance notice for access to tenant dwelling units.

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

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

**NO ENDORSEMENT:** Evergy and Spire do not endorse any particular manufacturer, product, system design or service in promoting IEMF.

**INFORMATION RELEASE:** Customer agrees that Evergy and Spire may include Customer's name, address, Evergy account number and Spire account number, the services performed under IEMF for Customer and resulting energy savings to 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 Missouri Public Service Commission. Evergy and Spire 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, SPIRE OR IMPLEMENTER UNDER IEMF TO CUSTOMER, 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 ASSESSMENT PERFORMED BY EVERGY, SPIRE OR IMPLEMENTER FOR CUSTOMER DURING THE FIRST YEAR OF IEMF. FURTHER, IN NO EVENT WILL EVERGY, SPIRE 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 IEMF.

**WARRANTIES:** EVERGY AND SPIRE DO NOT WARRANT THE PROPER COMPLETION OF WORK OR PERFORMANCE OF INSTALLED PRODUCTS, EXPRESSLY OR IMPLICITLY. EVERGY AND SPIRE MAKE NO WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY ENERGY-SAVING MEASURES INSTALLED PURSUANT TO IEMF, INCLUDING BUT NOT LIMITED TO LED LIGHT BULBS, EFFICIENT-FLOW SHOWERHEADS, FAUCET AERATORS, SMART POWER STRIPS OR PIPE INSULATION. EVERGY AND SPIRE MAKE NO GUARANTEE OF ENERGY-SAVING RESULTS BY RECEIVING IEMF AND DIRECT MEASURE INSTALLATION. THE ENERGY EFFICIENCY PROFESSIONAL SHALL BE RESPONSIBLE FOR DELIVERING DETAILS REGARDING WARRANTIES (IF ANY) FOR PRODUCTS INSTALLED PURSUANT TO IEMF. EVERGY, SPIRE 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 energy-saving measures under IEMF on the property on which those measures are completed and/or installed, and that any required consents from landlords, tenants and others to permit IEMF to be performed on Customer's property, as the case may be, have been obtained by the Customer.

**RIGHT TO REFUSE:** The Energy Efficiency Professional and/or Program Manager has the right to refuse service or end IEMF delivery when confronted by a Customer acting inappropriately or when facing a situation deemed potentially unsafe or harmful to health or well-being in the sole discretion of the Energy Efficiency Professional and/or Program Manager. "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 in the Energy Efficiency Professional and/or Program Manager's discretion. The Energy Efficiency Professional and/or Program Manager reserves the right to exclude any premises, or vicinity therein, deemed by the Energy Efficiency Professional and/or Program Manager to be potentially unsafe or harmful.

**USE OF EMAIL ADDRESS:** Customer acknowledges and agrees that Evergy, Spire or their Implementer may contact Customer via mail or email in connection with IEMF.

(One application per site, please)

### VI. Building Information

**Refrigeration (average approximate model year):**  2011 or newer  
 2001–2010  1993–2000  1990–1992  Older than 1990

**Cooling:**  
 Central Chiller/Cooling Tower  
 Individual Apartment Central System  
 Wall Units: \_\_\_\_\_ Tenant Owned or Property Owned (circle one)  
 Window Units: \_\_\_\_\_ Tenant Owned or Property Owned (circle one)  
 Packaged Terminal AC (PTAC)  
 None

**Heating:**  
 Central Plant  Individual Unit Apartment  
 Programmable Thermostats Required?  Yes  No Quantity: \_\_\_\_\_  
 Terminal Units:  
 Fan Coil  
 Heat Pump  
 Baseboard  
 PTAC/Heat Pump

**Domestic Hot Water (DHW):**  
 Central  
 Individual Unit Apartment  Shared by Units  
 DHW Plant Type:  
 Stand-Alone Tank/Heater: \_\_\_\_\_ (size in gallons)  
 Indirect-Fired Tank  
 On-Demand/Tankless  
 Other: \_\_\_\_\_  
 Efficient-Flow Showerheads?  Yes  No  
 Faucets Flow Restrictor?  Yes  No

**Occupancy Type:**  
 Affordable (i.e., fair market rent): \_\_\_\_\_%  
 HUD Public Housing: \_\_\_\_\_%  
 HUD Housing Choice Voucher (Section 8): \_\_\_\_\_%  
 HUD Supportive Housing (Section 202 & 811): \_\_\_\_\_%  
 USDA Rural Rental Housing Guaranteed Loan Program (Section 538):  
 \_\_\_\_\_%  
 USDA Rural Rental Housing (Section 515): \_\_\_\_\_%  
 Other: \_\_\_\_\_

**Unit Type/Number of Each Type (check all that apply):**

If more than one building, include each building and type within the comments section below.

Total Square Footage: \_\_\_\_\_ Age of Oldest Building: \_\_\_\_\_  
 1 Bed/1 Bath: \_\_\_\_\_  2 Bed/1 Bath: \_\_\_\_\_  2 Bed/2 Bath: \_\_\_\_\_  3 Bed/2 Bath: \_\_\_\_\_  4 Bed/3 Bath: \_\_\_\_\_  
 SF/Unit: \_\_\_\_\_ SF/Unit: \_\_\_\_\_ SF/Unit: \_\_\_\_\_ SF/Unit: \_\_\_\_\_ SF/Unit: \_\_\_\_\_

### VII. Comments

Applicant certifies that greater than 51% of tenant household incomes are below 200% of the federal poverty level. If less than 51% of tenant household incomes are below 200% of the federal poverty level, applicant acknowledges that he or she will be billed for all direct install work done in non-income-qualified units.

**Signatures (required)**

This contract contains a binding arbitration provision that may be enforced by the parties. Evergy, Spire or the Program Implementer may contact participants via email in connection with the Income-Eligible Multi-Family offer.

By signing the Terms & Conditions you will automatically be enrolled in Evergy's email subscription.

Applicant Signature:	Date:	
Applicant First Name:	MI:	Last Name:
ICF Program Manager Signature:	Date:	