

**ENERGY EFFICIENCY FOR NONPROFITS  
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. 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:	

III. SITE INFORMATION			
Site Name:			
Site Address:	City:	State:	ZIP Code:
Water Heat Fuel Source:	Building Heat Fuel Source (Natural Gas, Propane (LP), Electric):	Building Heat Type (Furnace or Baseboard):	

For Direct Install, project costs will be paid by Evergy or Program Implementer to contractor in order to avoid out-of-pocket expenses for participants.

**Signatures** (required)

This contract contains a binding arbitration provision that may be enforced by the parties. Evergy or the Program Implementer may contact participants via email in connection with the Energy Efficiency for Nonprofits offer.

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

**EENP OVERVIEW:** Energy Efficiency for Nonprofits Program (“EENP”), offered by Evergy (“Evergy”), provides a walk-through assessment of the commercial or residential building of an eligible Evergy 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 Evergy Authorized Trade Alley throughout the building and/or qualified standard measures incentivized (the “Standard Rebate”). If necessary, the Customer shall provide tenants with 24-hour advance written notice of the EENP assessment, and tenants may elect not to participate in EENP by providing written notice to the Customer.

**SUMMARY REPORT:** Customers who participate in EENP and own or manage the assessed 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 EENP 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 will not be responsible for any lost documentation pertaining to the Summary Report.

**ELIGIBILITY:** Funds for EENP are limited and are available to eligible customers in the Evergy Missouri Metro and Evergy Missouri West 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. Eligible Customers must complete and submit an application (“Application”) to participate in EENP; 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, Commercial or Residential customers must meet one of the following facility eligibility requirements: 1. The organization operating the facility must be able to prove its Federal 501(c)(3) status. This status must be verified via the submittal of the IRS Determination Letter or the applicant must provide their Employer Identification Number (EIN). 2. The facility must be a Homeless Shelter, Women’s Shelter and/or Emergency Shelter. These facilities are defined as public or private nonprofit organizations whose primary purpose is to provide temporary shelter for homeless, domestic abuse victims and/or low-income people in need of temporary shelter. Lodging must be the facility’s primary function. Satellite facilities (facilities associated with the headquarters) in the name of the licensed organization are also eligible. 3. The facility must function as a group living facility. These are defined as transitional housing or halfway housing that provide short-term housing and appropriate support services to persons who are homeless or who are close to homelessness, suffering from domestic violence and/or suffering from substance abuse. Services provided at transitional housing facilities vary from substance abuse treatment to psychological assistance, job training, domestic violence assistance, etc. Satellite facilities (facilities associated with the headquarters) in the name of the licensed organization are also eligible. 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 EENP only once in the 36-month program period.

**PRE-INSTALLATION ANALYSIS, SURVEY AND APPROVAL:** Customers must provide separate Applications for Direct Measures and the Standard Incentive. Unless otherwise agreed to in writing by Evergy, Evergy is not obligated to award any installations unless it approves the Customer’s Application and completes 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 reserves the right to verify the delivery of EENP services and to have reasonable access to the Customer’s property to inspect the energy efficiency measures installed under EENP. If necessary, 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, the Implementer, trade allies or any of their affiliates, directors, officers, employees, agents or contractors liable for any illness or injury. The Customer further agrees not to engage in any inappropriate actions or otherwise endanger the safety or health of same.

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

**NO ENDORSEMENT:** Evergy does not endorse any particular manufacturer, product, system design or service in promoting EENP.

**INFORMATION RELEASE:** The Customer agrees that Evergy may include the Customer’s name, address, Evergy account number, the services performed under EENP 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 Missouri 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), THE LIABILITY OF EVERGY OR THE IMPLEMENTER UNDER EENP 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 OR THE IMPLEMENTER FOR THE CUSTOMER DURING THE FIRST YEAR OF EENP. FURTHER, IN NO EVENT WILL EVERGY OR THE 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 EENP.

**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 ANY ENERGY-SAVING MEASURES INSTALLED PURSUANT TO EENP, INCLUDING BUT NOT LIMITED TO LED LIGHT BULBS, EFFICIENT-FLOW SHOWERHEADS, FAUCET AERATORS, SMART POWER STRIPS OR PIPE INSULATION. EVERGY MAKES NO GUARANTEE OF ENERGY-SAVING RESULTS BY RECEIVING EENP AND DIRECT MEASURE INSTALLATION. THE ENERGY EFFICIENCY PROFESSIONAL SHALL BE RESPONSIBLE FOR DELIVERING DETAILS REGARDING WARRANTIES (IF ANY) FOR PRODUCTS INSTALLED PURSUANT TO EENP. EVERGY AND THE IMPLEMENTER PROVIDE NO WARRANTIES REGARDING SAFETY, HEALTH OR WELL-BEING.

**PROPERTY RIGHTS:** The Customer represents that he/she has the right to complete and/or install the energy-saving measures under EENP on the property on which those measures are completed and/or installed, and that any required consents from landlords, tenants and others to permit EENP to be performed on the 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 EENP 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:** The Customer acknowledges and agrees that Evergy or their Implementer may contact the Customer via mail or email in connection with EENP.