

TERMS AND CONDITIONS

PROGRAM OVERVIEW: Energy Savings Kit (the "Energy Savings Kit"), offered by Evergy ("Evergy"), provides a walkthrough assessment of the home of a 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 Missouri Metro and Evergy Missouri West territories on a firstcome, firstserve 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 and current. 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: 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 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, 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 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 FOR 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 CFL OR LED LIGHT BULBS, EFFICIENT FLOW SHOWERHEADS, FAUCET AERATORS, SMART POWER STRIPS OR PIPE INSULATION. EVERGY MAKES NO GUARANTEE OF ENERGY SAVING RESULTS BY RECEIVING THE ENERGY SAVINGS KIT AND DIRECT MEASURE INSTALLATION. THE ENERGY ANALYST SHALL BE RESPONSIBLE FOR DELIVERING DETAILS REGARDING WARRANTIES (IF ANY) FOR PRODUCTS INSTALLED PURSUANT TO THE ENERGY SAVINGS KIT.

PROPERTY RIGHTS: Customer represents that he/she has the right to complete and/or install the energy saving measures under the Energy Savings Kit on the property on which those measures are completed and/or installed, and that any required consents from landlords, tenants, etc., to permit the Energy Savings Kit to be performed on the Customer's property, as the case may be, have been obtained by the Customer.

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

RIGHT TO REFUSE: The Energy Efficiency Professional has the right to refuse service or end the Energy Savings Kit delivery when confronted by a Customer acting inappropriately or when facing an unsafe situation in the sole discretion of the Energy Efficiency Professional. "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's discretion. The Energy Efficiency Professional reserves the right to exclude any premises, or vicinity therein, deemed by the Energy Efficiency Professional to be potentially unsafe or harmful.

USE OF EMAIL ADDRESS: Customer acknowledges and agrees that Evergy or its Implementer may contact the Customer via email in connection with the Energy Savings Kit.

Customer (print name): JAMES BOOTON	Contractor (print name): John Adams
Customer Signature: _____ 	Contractor Signature: _____ 
Date: 8/22/2019	Date: 8/22/2019

START SAVING!

Call **888-872-6803** or visit evergy.com/EnergyOffers to learn about Evergy Home Energy Savings.