

# Evergy Home Battery Storage Pilot Program



## Customer Participation Agreement- PHASE III

This Customer Participation Agreement (the "Agreement") is effective as of \_\_\_\_\_, 2023 (the "Effective Date") and is between you, a Missouri resident and customer of Evergy with a mailing address at \_\_\_\_\_ ("You" or "Your"), and Evergy Missouri Metro, a Kansas corporation with a mailing address at 1200 Main Street, Kansas City, Missouri 64105 ("Evergy"). This Agreement refers to your home as the "Property" or "Home" or "Site", and refers to the Evergy Energy Storage Pilot Program as the "Program" or "Pilot." This Agreement is a legally binding agreement between You and Evergy, so please read it carefully and keep a copy for Your records.

Whereas, You are a current Evergy customer, own Your Property, and are either currently on a TOU rate or agree to switch to a TOU rate and remain on a TOU throughout Your participation in the Pilot.

Whereas, You and Evergy desire Your participation in the Program.

Now, therefore, in consideration of the mutual promises, conditions and agreements set forth herein, You and Evergy agree as follows:

### 1. Evergy Home Battery Storage Pilot Program

- a. Evergy will own, install, maintain, and operate a LG Battery, Sunverge One or Sunverge Infinity Battery Model (each individually and collectively, together with all related utilities and accessories, the "Sunverge Battery" or "System"), as decided at Evergy's sole discretion, on Your Property.
- b. Evergy may operate the Sunverge battery for a variety of uses, including but not limited to:
  - i. Reduce the energy Your Home consumes from Evergy's power grid during peak hours, as determined in Evergy's sole discretion, when energy typically costs more;
  - ii. Charge the Sunverge Battery from Evergy's power grid when energy costs less, during "off-peak" hours;
  - iii. Use the reserved/stored capacity of the System as a determined by Evergy, in its sole discretion; and
  - iv. Help improve Evergy's power grid utilization.
- c. Evergy will design the Sunverge Battery to also provide automatic backup power to Your Property. If the Sunverge Battery is sufficiently charged when a power outage occurs, the Sunverge Battery will kick on within milliseconds of an outage so that Your lights and Your essential appliances on the critical load panels can continue undisturbed.
- d. Program duration is a minimum of 24 months. The Agreement shall commence upon the date of customer's signature and continue for 24 months from that date, or until either You or Evergy terminate this Agreement in accordance with the terms stated herein (the "Term").

### 2. Eligibility:

- a. Your participation in the Program is voluntary. To be eligible to participate in, and continue participation in, the Program You must meet the following criteria:
  - i. You must own the Property;
  - ii. You must be current with all payments due to Evergy as of the effective date and ongoing eligibility to participate in the Program will depend on timely payments of Your Evergy bills;
  - iii. Your Home must be located on an eligible feeder (or circuit) selected for the Program, as determined by Evergy.
- b. The Sunverge Battery may not function optimally if it is not properly placed. Site eligibility is at Evergy's sole discretion and the System must be installed:

- i. In the location Evergy determines as optimal for the Sunverge Battery performance;
- ii. Where Evergy has unrestricted, around the clock, access to the Sunverge Battery; or access with reasonable notice for batteries installed inside the home.
- iii. So that the System is connected to an electric panel that can accommodate a 120/240 VAC split phase configuration; and
- iv. Where the Site meets all site requirements laid out by Evergy, in consultation with the System manufacturer.

### **3. Data Collection:**

- a. The following information will be collected for Evergy's Program research purposes:
  - i. Data depicting the total energy usage of the Home for the twelve (12) months prior to joining the Program;
  - ii. Data depicting the total energy usage of the Home throughout the Program;
  - iii. All data related to the performance of the Sunverge Battery;
  - iv. All data related to any Sunverge Battery discharge and charge events; and
  - v. Any other information regarding Your experience in the Program as requested by Evergy.
- b. Your Home will be assigned a unique identifier not associated with any personal data.
- c. Evergy may make public information about the Program and any data collected under this Agreement. In the event such information is made public, Evergy will remove all personally identifiable information prior to the publication of said information.
- d. Most information will be collected by the Sunverge Battery's manufacturer ("Sunverge"), time-stamped, and made available to Evergy for the purpose of analyzing the impact of the residential Sunverge Battery on energy usage and savings.
- e. Evergy may share Information about the Program and any data collected under this Agreement with third parties involved in the implementation and review of the Program. In such instances, the shared data will remain highly confidential and with accordance to Evergy's Privacy Policy.
- f. By entering into this Agreement, You consent to the sharing of any anonymized data Evergy collects under this Agreement for the expected duration of the Program, as well as for the 12 month post-Program compliance reporting period.
- g. The only condition by which You can opt-out of the sharing of information is to discontinue Your participation in the Program.

### **4. Your Obligations and Acknowledgements.** You agree to the following:

- a. Unit Access
  - i. Allow Evergy and the System manufacturer, acting at Evergy's direction, to manage the Sunverge Battery remotely.
  - ii. Allow Evergy, and the System manufacturer, acting at Evergy's direction, with reasonable notice, to have unrestricted access to the Sunverge Battery on Your Property for the purpose of:
    - 1. installing, constructing, operating, owning, repairing, removing and replacing the Sunverge Battery or making any additions to the Sunverge Battery or installing complementary technologies on or about the location of the System;
    - 2. enforcing Evergy's rights as to this Agreement and the Sunverge Battery;
    - 3. installing, using and maintaining electric lines, inverters and meters, necessary to interconnect the Sunverge Battery to Your electric system at the Property and/or to Evergy's electric distribution system; and
    - 4. taking any other action reasonably necessary in connection with the installation, operation, maintenance, removal, or repair of the Sunverge Battery.
  - iii. Evergy's access rights shall continue for up to ninety (90) days after this Agreement is terminated or expires, to provide Evergy with time to remove the System, unless Evergy offers You the opportunity, and You elect, to purchase and keep the Sunverge Battery.
  - iv. Notify Evergy if there are pets kept wherever the System is installed and coordinate with Evergy to ensure such pets will not interfere with Evergy's access to the System.

b. Equipment Stewardship

- i. Inform any electrician working on Your Home that Your Property has dual power supplies for some of its circuits.
- ii. Keep trees, bushes, hedges, and other vegetation trimmed so that the Sunverge Battery remains unobstructed, as when first installed.
- iii. Provide written notice to Evergy at least thirty (30) days in advance of making repairs or improvements to Your Property that could interfere with the Sunverge Battery, such as, but not limited to, painting a wall where the Sunverge Battery is located.
- iv. Not modify Your Home in a way that alters shade over the Sunverge Battery without first providing at least thirty (30) days advance written notice to Evergy.
- v. Be responsible for any conditions at Your Home that may potentially damage, or negatively impact the performance of, the Sunverge Battery (e.g., sprinklers, shade, etc.).
- vi. Not add or remove any markings or identification tags on the System.
- vii. Provide written notice to Evergy of any cosmetic damage at or after the time of install so that Evergy may take the appropriate remedial actions to avoid rust further damage to the System.
- viii. Not block, cover (except for shade existing at the time of installation of the System), or paint any part of the Sunverge Battery's casing.
- ix. Not permit or allow to exist any condition or circumstance that would cause the Sunverge Battery not to operate as intended at the Property, to the best of Your knowledge and ability.
- x. Notify Evergy in writing if You think the Sunverge Battery is not working, damaged, appears unsafe, or is stolen or removed from its original place of installation.
- xi. Notify Evergy in writing of any homeowners' association (or similar community association) requirements that may impact the System's installation or operation.
- xii. No medical or life safety equipment can be connected to the Sunverge Battery backup panel.
- xiii. Maintain homeowners' insurance on Your Property during the term of this Agreement. Homeowner waives and shall require its insurers to waive all rights of subrogation against Evergy and its agents, officers, directors, and employees.

c. Unit Installation

- i. Work with Evergy to schedule the following activities:
  1. Site inspection to verify eligibility;
  2. Installation of the Sunverge Battery (Homeowners should expect multiple visits to complete System installation, inspections, and meter swaps); and
  3. Regular System maintenance checks.
- ii. Notify Evergy in writing if You wish to add other energy-related technologies to Your Property, such as solar photovoltaic technology or electric vehicle charging infrastructure.
- iii. Take all steps to ensure the Sunverge Battery remains isolated electrically and separately metered from other equipment on the Property.

d. Monthly Program Fee

- i. Agree to pay \$10 Monthly Program Fee for the duration of the Evergy Home Battery Storage Pilot Program

## **5. Evergy Obligations and Acknowledgements. Evergy agrees to the following:**

a. Unit Quality

- i. Design the Sunverge Battery in accordance with applicable codes.
- ii. Construct the Sunverge Battery according to plans approved by the applicable city and/or county.

b. Unit Installation

- i. Reasonably work with You to minimize aesthetic impacts to Your Home.
- ii. Take reasonable steps to schedule Sunverge Battery installation at a mutually convenient date and time.
- iii. Notify You prior to installation if the Sunverge Battery design has to be materially changed so that You can review any such changes and choose whether to remain in, or exit, the Program.

- iv. Respect Your Property and maintain a safe environment during installation and follow-up inspections and clean up any debris at Your Property caused by Evergy's installation or inspection activities.
- c. Ongoing Responsibilities
  - i. Monitor the Sunverge Battery's performance and make repairs if needed.
  - ii. If it is determined, in Evergy's sole discretion, necessary for the System to be removed and re-installed, in the same location, for You to make improvements to Your Home, following notice to Evergy in accordance with Section 4.b of this Agreement, Evergy shall remove the System and re-install it in the same location one time during the Program term at no cost to You.

## 6. Term and Termination

- a. If the Sunverge Battery fails before the Program ends and Evergy opts not to replace the Sunverge Battery, as determined in Evergy's sole discretion, Evergy will remove the Sunverge Battery and restore the Site to its pre-installation condition.
- b. At the end of the program, or if for any reason the Program is terminated and the Sunverge Battery is still operational, Evergy may, at its sole discretion:
  - i. Remove the Sunverge Battery and restore the Site to its pre-installation condition, or
  - ii. Allow You to keep the Sunverge Battery for Your personal use. In the event Evergy allows You to keep the Sunverge Battery, You shall enter into good faith negotiations with Evergy and execute an agreement formalizing Evergy's conveyance of the Sunverge Battery to You. Such conveyance may result in You assuming tax obligations based on the fair market value, as disclosed by Evergy at time of conveyance, of the Sunverge Battery. The U.S. tax code may require Evergy to generate a Form 1099 if the Sunverge Battery value is over a certain amount.
- c. You may terminate the Agreement and exit the Program at any time prior to the end of the Term by providing at least thirty (30) days prior written notice to Evergy ("Customer Early Termination").
- d. Following Customer Early Termination, You may (i) purchase the Sunverge Battery for the depreciated value at the time of Customer Early Termination, or (ii) surrender the Sunverge Battery and remain eligible to participate in a non-battery demand response program. Such election must be made in the written notice provided to Evergy alerting it of the Customer Early Termination. In the event said notice does not contain such election, You volunteer to surrender the Sunverge Battery to Evergy.
- e. In the event You surrender the Sunverge Battery following the expiration or termination of this Agreement, You must surrender the Sunverge Battery to Evergy (by allowing Evergy or the Sunverge Battery manufacturer to remove the Sunverge Battery from Your Home) within thirty (30) days of termination or expiration of this Agreement. The Sunverge Battery must be returned in the same condition it was in at the time of installation, ordinary wear and tear accepted. In the event that You do not surrender the System as provided herein, You will be billed according to the depreciated value of the Sunverge Battery as determined by Evergy.
- f. Exemptions from early termination fee:
  - i. Selling Your Home: If the ownership of the Home changes through a sale, the subsequent owner of the Home may elect to participate in the Program by signing a Customer Participation Agreement similar to this Agreement; otherwise Evergy will remove the System and restore the Home to its pre-installation condition at no cost to You or the new owner of the Home. Evergy requires written notice ninety (90) days prior to closing.
  - ii. Moving Out While Retaining Ownership of Your Home: If You retain ownership of the Home, but move out, please notify Evergy to make arrangements for continued access to Evergy equipment.
- g. Following termination or expiration of this Agreement, Evergy will have ninety (90) days to process the termination or expiration, remove the Sunverge Battery, and restore Your Property to its pre-installation condition.
- h. All local, state, or federal tax credits, accelerated depreciation, or other income tax attributes related to, or arising from, the System, whether now existing or enacted at any time during the Term, (collectively, the "Tax Benefits") shall be the sole, exclusive and separate property of Evergy. Nothing in this Agreement shall require Evergy to undertake or forego any action which would result in Evergy forfeiting its rights in and to the Tax Benefits. You agree to provide any information required by Evergy to be eligible for the Tax Benefits.

## 7. Miscellaneous

- a. Notices: All notices to Evergy under this Agreement must be in writing and sent by certified mail, return receipt requested, or email to the following:
- Evergy Kansas Metro**  
ATTN: Kevin Brannan, Floor 30F  
1220 Main Street  
Kansas City, MO 64105  
Email: kevin.brannan@evergy.com
- b. Liens: You represent and warrant that (a) You are fee simple owner of the Property and have good and marketable title to the Property and (b) the contents and terms of this Agreement are not in violation of any other agreements entered into by You with any other party. Neither You nor Evergy will allow any liens or encumbrances to be placed on the System. If any liens are placed on or filed against the System, You shall cause the lien to be released of record within fifteen (15) days after the filing thereof. Nothing in this Agreement shall be construed as empowering either party to encumber or cause to be encumbered Your title or interest to the Site nor Evergy's title or interest in the System in any manner. Each party shall indemnify the other party against, and hold the other party harmless from, any and all loss, damage, claims, liabilities, judgments, interests, costs, expenses, and attorney fees arising out of the filing of any such lien that is in violation of this section.
- c. Indemnification: You shall be liable for, and shall indemnify, defend and hold Evergy harmless from any and all Liabilities arising out of the negligent, willful or intentional acts or omissions of You, Your agents, contractors, subcontractors or employees at the Site during the Term and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement. Notwithstanding the foregoing, You shall not be liable for or be required to indemnify, defend or hold Evergy harmless to the extent any of the Liabilities that are caused by the negligent, willful or intentional acts or omissions of Evergy.
- d. Governing Law; Jurisdiction; Waiver of Jury Trial: This Agreement will be governed by, and construed in accordance with, the laws of the State of Missouri, without regard to conflicts of law principles. You consent and submit to personal jurisdiction and venue of the state and federal courts sitting in the State of Missouri. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING BETWEEN THE PARTIES UNDER THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.
- e. Damages; Remedies: NEITHER PARTY SHALL BE DIRECTLY LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY YOU AND EVERGY THAT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, , THE LIABILITY OF EVERGY HEREUNDER AND ANY RECOURSE BY YOU SHALL BE LIMITED SOLELY AND EXCLUSIVELY TO THE VALUE OF THE SYSTEM.
- f. Invalid Provisions: If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall continue unimpaired.
- g. Entire Agreement; Counterparts: The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same term or condition or any other term or condition. A waiver must be in writing and signed by the party against whom the waiver is sought. This Agreement may be executed in counterparts, each of which will be an original and both of which, when taken together, will constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties with regard to the subject matter of this Agreement and may not be amended except in a writing signed by both parties.

In witness whereof, the undersigned have caused this Agreement to be executed as of the Effective Date.

Signed:

**AUTHORIZED REPRESENTATIVE FOR**

**Evergy Kansas Metro**

**1200 Main Street**

**Kansas City, MO 64105**

**CUSTOMER**

---

---

address

---

signature

---

signature

---

print name

---

print name

---

title

---

title

---

date

---

date