

Insulation and Air Sealing Rebate Terms and Conditions



These terms and conditions are only valid for installation or service completed on or after April 1, 2016. Only authorized contractors may submit applications for rebate consideration.

REBATE OVERVIEW: The Insulation and Air Sealing Rebate (the "Rebate") offered by Kansas City Power and Light Company ("KCP&L") and Spire ("Spire") provides rebates and a selection of no-cost energy saving measures to KCP&L customers and Spire customers (the "Customer(s)") who have contracted with a KCP&L- and Spire-authorized contractor (a "Trade Ally") to install insulation and air sealing measures ("Insulation and Air Sealing Services"). This Rebate is only valid for Insulation and Air Sealing Services completed on or after April 1, 2016, and is subject to the terms and conditions contained herein.

APPLICATION: Upon completion of the Insulation and Air Sealing Services, the Trade Ally may submit applications for rebate consideration. Customers may not submit applications directly to KCP&L, Spire or to ICF (the "Implementer"). The application and any required additional documentation, including the audit report and blower door test results, invoices and applicable permits, must be filled out completely and accurately and must be submitted electronically to the Implementer by the Trade Ally via the online portal supported by the Implementer or by electronic mobile device application. Customers are advised to obtain and retain a copy of the application from the Trade Ally and any accompanying documentation submitted to KCP&L or Spire under this Rebate. KCP&L and Spire will not be responsible for lost documentation pertaining to an application request. This Rebate only applies to products purchased and installed on or after April 1, 2016. Please check kcpl.com for updates. Details of this Rebate, including rebate levels and qualifying products, are subject to change or cancellation without prior notice. The application, with required documentation, must be received within 30 days of the completion of the Insulation and Air Sealing Services. Only one Rebate is allowed for each qualifying measure purchased or service received. Rebate amounts are valid through December 31, 2019, but are subject to change without notice.

ELIGIBILITY: Funds available for Rebates are limited. This Rebate is valid for Customers in the KCP&L – MO and KCP&L – GMD territories on a first-come, first-served basis. To be eligible to participate in the Rebate, Customers must receive service under any generally available residential rate schedule offered by KCP&L or Spire, as applicable. In order to qualify for the Rebate, all Insulation and Air Sealing Services must be performed by an authorized Trade Ally. Please visit kcpl.com to locate authorized Trade Allies in your area. The application must be submitted by the Trade Ally via the online portal supported by the Implementer or by electronic mobile device application. Products must be installed. All Insulation and Air Sealing Services must be performed in KCP&L – MO and KCP&L – GMD service territories. Rebate amounts and qualified products can be found at kcpl.com.

APPROVAL, VERIFICATION AND INSPECTION: Prior to any payment of a Rebate, KCP&L and Spire reserve the right to verify sales transactions. The Trade Ally will verify that the Insulation and Air Sealing Services meet all applicable building codes; zoning laws; local, state and federal requirements; and other relevant requirements. The Trade Ally is responsible for any applicable permits as required by law. Outdoor temperatures and other weather conditions may affect this verification process. Customer's home may also be selected for a quality control post-installation inspection by KCP&L, Spire or their Implementer. No warranty is implied by this inspection.

REQUIRED DOCUMENTATION: The Trade Ally's invoice itemizing the purchased materials, products and/or services performed must accompany each Rebate request. The invoice copy must indicate the product type, manufacturer, model name/number (if applicable) of goods installed and the date of purchase or the date on which the Insulation and Air Sealing Services were performed.

PAYMENT: Please allow up to eight weeks for processing. Payment processing may be delayed if required documentation or information on the application is incomplete or missing. Please call us toll-free at (888) 872-6803 if you have any questions about your Rebate.

TAX LIABILITY: KCP&L and Spire will not be responsible for any tax liability that may be imposed on the Customer as a result of the payment of a Rebate. Please contact your tax adviser for more information.

NO ENDORSEMENT: KCP&L and Spire do not endorse any particular manufacturer, product, system design, claim or Trade Ally in promoting this Rebate.

INFORMATION RELEASE: Customer agrees that KCP&L and Spire may include Customer's name, address, KCP&L account number, Spire account number, the Insulation and Air Sealing Services performed by the Trade Ally and resulting energy savings to Customer in a database hosted by the Implementer and that such information may be included in reports or other documentation submitted to KCP&L, Spire and/or the Missouri Public Service Commission. KCP&L 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), KCP&L'S AND SPIRE'S LIABILITY RESULTING FROM THE REBATE TO THE 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 REBATE RECEIVED BY CUSTOMER. FURTHER, IN NO EVENT WILL KCP&L OR SPIRE BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE, FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THE REBATE OFFER. KCP&L AND SPIRE RESERVE THE RIGHT TO NOT PAY ANY REBATE IF THE APPLICATION FORM AND ALL REQUIRED ADDITIONAL INFORMATION ARE NOT COMPLETE AND ACCURATE.

WARRANTIES: KCP&L AND SPIRE DO NOT WARRANT THE PROPER COMPLETION OF WORK OR PERFORMANCE OF INSTALLED PRODUCTS, EXPRESSLY OR IMPLICITLY. KCP&L AND SPIRE MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE INSULATION AND AIR SEALING SERVICES PROVIDED BY A TRADE ALLY OR ANY MANUFACTURER OR VENDOR. KCP&L AND SPIRE MAKE NO PROMISE OR GUARANTEE THAT THE INSULATION AND AIR SEALING SERVICES WILL RESULT IN ENERGY COST SAVINGS. THE TRADE ALLY SHALL BE RESPONSIBLE FOR DELIVERING DETAILS REGARDING WARRANTIES (IF ANY) FOR SERVICES PROVIDED AND PRODUCTS INSTALLED IN CONNECTION WITH THE REBATE.

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

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

CUSTOMER'S CERTIFICATION: Customer certifies that he/she has purchased and installed the products/materials listed on the application at the defined location. Customer agrees that all information is true and that he/she has conformed to all Rebate and product requirements listed.

RIGHT TO REFUSE: It is the sole discretion of the Trade Ally to refuse service or end the Insulation and Air Sealing Services when confronted by a Customer acting inappropriately or when facing an unsafe situation. "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. The Trade Ally reserves the right to exclude any premises, or vicinity therein, deemed by the Trade Ally to be potentially unsafe or harmful.

USE OF EMAIL ADDRESS: Customer acknowledges and agrees that KCP&L, Spire or their Implementer may contact Customer via email in connection with the Rebate.

Signature: _____

Date: _____

kcpl.com/inair

Some restrictions may apply. Visit kcpl.com/inair for full details.

03/2019