

CONTRACT AGREEMENT BETWEEN

Sustainable Futures, LLC

And

THIS AGREEMENT, entered into _____, by and between **Sandra A. Swink of Sustainable Futures, LLC** (Herein called the **CONSULTANT**) and the party listed above (herein called the **PARTY**). This agreement shall serve as the contract between the **CONSULTANT** and the **PARTY** to prepare and submit the application to Duke Energy Corporation for Excavation in Oconee/Pickens County within the FERC-authorized Project Boundary on Lake Keowee at the following location:

I. SCOPE OF PROFESSIONAL SERVICES

Under this Agreement, the **CONSULTANT** will provide technical services to the Party in preparing the application for Excavation on Lake Keowee. The services involve consultation with the required local, state, and federal agencies dictated by the size of the project; correcting and modifying initial request if necessary to comply with agency requests; conferring with Duke-Energy's Lake Services Division on Lake Keowee to insure all standards, policies and guidelines for the project are met; attending meetings as requested or deemed necessary to clarify information or determine if any mitigation is required; and securing the final permits/authorization to excavate on Lake Keowee in Oconee/Pickens County, SC.

II. TIME OF PERFORMANCE

Services are to be provided to the Party beginning on the date listed above and will formally conclude upon receipt of permit(s)/authorization from Duke-Energy's Lake Services Division for work to commence.

III. TERMINATION

This Agreement can be terminated:

By mutual agreement of the parties; or by either party, by giving written notice thirty (30) days prior to the effective date of termination.

IV. COMPENSATION AND METHOD OF PAYMENT

For services rendered under Agreement the PARTY agrees to pay the CONSULTANT at the rate of \$75.00 per hour for all costs attributable to the services rendered under the **SCOPE OF PROFESSIONAL SERVICES**. Any out of pocket expenses incurred in undertaking the services will be billed as well. A \$500.00 retainer is payable upfront and will be applied to the initial hours on the contract. (Out of pocket expenses include certified mailings and technical drawings.)

V. BILLINGS, REPORTS, HOURS

CONSULTANT will bill PARTY monthly. Included in the billing will be a brief update on the progress made during the month.

The hours for services rendered under the **SCOPE OF PROFESSIONAL SERVICES** are determined by the content of the work itself, as agreed upon by the PARTY.

The PARTY and the CONSULTANT have caused this Agreement to be executed on the day and year above written.

For the PARTY:

For Sustainable Futures, LLC:

Saundra Swink, Consultant

Mailing Address and Contact Information:

Saundra A. Swink
Sustainable Futures, LLC
PO Box 487
Six Mile, SC
29682
Cell: 864-238-3044
Fax: 864-869-0013
saundraswink@bellsouth.net

MEMORANDUM OF UNDERSTANDING/ADDENDUM TO CONTRACTS

Date: _____

TO: Sustainable Futures, LLC
c/o Sandra Swink
PO Box 487
Six Mile, SC
29682

RE: Excavation For:

Name: _____

Location: _____

(Applicant's full name)_____ hereby agrees to comply with all recommendations, requirements and/or conditions of Duke Energy Lake Services, General Permit(s) (if applicable) and other federal, state and local agency requirements pertaining to the application to excavate within Duke's project boundary on the lakeside of my property.

In addition, I/we understand that the contractor performing the work is entirely of my own choosing and Sustainable Futures, LLC, is not a party of any agreement, written or verbal, between me and the contractor (or their subcontractors who might perform work).

Further, Sustainable Futures, LLC or its associates do not assume responsibility for the contractor's (or subcontractor's) execution, performance, or workmanship, nor provide a guarantee of their ability or capacity to do the job as described in the application.

I/we agree to fully indemnify and save Sustainable Futures, LLC and its associates from any and all claims, liability, loss or damage that may arise from this excavation project.

I/we recognize that I/we are fully responsible for the execution of the Excavation, within the guidelines of the Shoreline Management Plan for Lake Keowee, all the conditions set by DHEC with their permit for the project, and any special conditions that might be imposed by Duke-Energy.

Sincerely,

Applicant's Name (Print)

Applicant's Name (Signature)