

Landholder Minor Works Contract



Regional
NSW

[Click here to insert project](#)

Agency/Division [Click here to enter text.](#)



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Details

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| Department | Name | The Crown in right of the State of New South Wales acting through Regional NSW (ABN 19 948 325 463) |
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| Agency/ Division | Click here to enter text. |
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| Address | Click here to enter text. |
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| Department Authorised Officer <i>(refer to clause 18- Notices)</i> |
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| Name | Click here to enter text. |
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| Position | Click here to enter text. |
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| Mobile | Click here to enter text. |
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| E-mail | Click here to enter text. |
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| Landholder |
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| Name | Click here to enter text. |
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| Address | Click here to enter text. |
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| ABN | Click here to enter text. |
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| Owner (if not landholder) |
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| Name | Click here to enter text. |
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| Address | Click here to enter text. |
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| ABN | Click here to enter text. |
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| Email | Click here to enter text. |
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| Landholder Authorised Officer <i>(refer to clause 18- Notices)</i> |
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| Name | Click here to enter text. |
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| Position | Click here to enter text. |
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| Site |
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| Property | Click here to enter text. |
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| Address | Click here to enter text. |
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| Lot and DP | Click here to enter text. and as described in Schedule C – Site Map. |
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| | |
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| Project | Click here to enter text. and as more particularly described in Schedule A – Project Scope of Works. |
| Head Agreement | Click here to enter text. <i>Insert title of the agreement between the Department and the funding body, if applicable to the Project, and if you are required to meet conditions in that Head Agreement.</i> |
| Commencement Date <i>(refer to clause 2- Commencement)</i> | Click here to enter a date. |
| Project Completion Date | Click here to enter text. |
| Fee <i>(refer to clause 5 – Payment)</i> | The maximum total Fee is \$ Insert Sum (GST exclusive) to be paid in accordance with clause 14 and Schedule A. |

Additional Insurance Policies *(refer to clause 11.1 – Insurance)*

| Types of Insurances | Minimum Sum Insured | Tick if Required |
|------------------------------------|--|--------------------------|
| Site insurance Materials and Plant | Loss or damage to the Project, all materials, constructional plant and other things that you bring onto the Site or cause to be brought onto the Site to an insured amount not less than the Fee | <input type="checkbox"/> |
| Comprehensive Motor Vehicle | | <input type="checkbox"/> |

Special Conditions

Covid-19

1. Both parties acknowledge the uncertainty arising from the current pandemic COVID-19, the measures taken by State and Commonwealth Governments in relation to the emergency, and the consequential effects on daily activities (“C-19 Emergency”).
2. If either party becomes aware that its ability to comply with any of its obligations on time will be affected by the C-19 Emergency, it must, as soon as possible, give the other party a written notice which sets out:
 - a. the nature and extent of the obligations affected by the C-19 Emergency;
 - b. the ways in which the C-19 Emergency will affect its ability to perform those obligations; and
 - c. a proposal that the parties either vary the Agreement to mitigate the effects of the C-19 Emergency (for example, to change time frames and/or the scope of Services), or terminate by agreement.

-
3. When a party receives a notice under this clause, it must respond to the notice as soon as practicable, and the parties will attempt in good faith to reach agreement promptly to vary or terminate the Agreement.
 4. Despite any other provisions in this Agreement, if the Department considers that, as a result of the C-19 Emergency:
 - a. there is likely to be significant delay before you will be able to complete your obligations;
 - b. the Department will no longer require the goods and/or services; or
 - c. the Agreement is no longer viable;

the Department may terminate the Agreement by notice, with effect on the date stated in the notice.

5. You release the Department from any claims in respect of termination under this clause.
-

Terms of Service

Definitions and Commencement

1. Definitions and Interpretation

1.1 Interpretation

Unless the context requires otherwise, in this Agreement:

- (a) the terms set out in the left hand column of the Details have the meaning ascribed to them in the right hand column of the Details;
- (b) where any time limit pursuant to this Agreement falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (c) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
- (d) specific examples do not limit the meaning of general words introduced by “including” or “for example” or similar expressions;
- (e) references to persons include bodies corporate, government agencies and vice versa;
- (f) references to the parties include references to respective directors, officers, employees and agents of the parties;
- (g) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it; and
- (h) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

1.2 Definitions

Agreement means this agreement between the Department and you for you to carry out the Project in accordance with the Details, Terms of Project, Schedules and any attachments.

Approved Expenses means any costs over and over the Fee, which the Department has provided prior consent in writing for you to incur.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs on a full indemnity basis.

Completion means when the Project is capable of use for the purposes required by this Agreement, is free from any Defects and you has made good the Site and surroundings to the satisfaction of the Department.

Contract Term means the period commencing on the date this agreement is executed by both parties and ending on the completion of Maintenance and Monitoring.

Defect means any aspect of the Project that does not conform with the Agreement

GST Law means *A New Tax System (Goods and Services Tax) Act 1999*.

Maintenance and Monitoring means the ongoing maintenance and monitoring work at the Site you conduct annually for a period of ten (10) years from the Project Completion Date and as more particularly described in **clause 4** and **Schedule B**.

Milestones means the stages of the Project which you will complete. Further details of the Milestones, if any, are set out in **Schedule A**.

Notice means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communication one party gives to another party in writing under this Agreement.

Personal Information has the same meaning as in the *Privacy and Personal Information Protection Act 1998 (NSW)*.

Project Period means the period commencing on the Project Commencement date and ending on the Project Completion Date.

Signing Date means the date the last party signed this Agreement.

Variation means any change to the character, form, quality and extent of the Project that is directed in writing by the Department

2. Commencement

2.1 This Agreement will commence on the Commencement Date.

2.2 If the Commencement Date predates the Signing Date:

- (a) the parties acknowledge that you commenced the activities contemplated by this Agreement on the Commencement Date, despite this Agreement not being finalised and signed until the Signing Date;
- (b) the parties agree that this Agreement commences on the Commencement Date and is deemed to have applied to all activities carried out by the parties in relation to the Project from the Commencement Date; and
- (c) each of the parties warrants that it has complied with its obligations under this Agreement during the period from the Commencement Date to the Signing Date.

3. Your General Obligations

3.1 Where you are not the Owner, you warrant that you have the authority and approval to enter into the Agreement governing the Site, on behalf of the Owner.

3.2 You:

- (a) must undertake the Project within the Project Period;
- (b) must comply with any policies, guidelines and reasonable directions the Department provides;

- (c) must obtain any approvals, and pay any fees and charges, relevant authorities require;
- (d) comply with all Commonwealth, State and Local government laws that are relevant to the Services, the Agreement, or your registration as an entity;
- (e) supply all necessary plant and the Materials to complete the Project as described in Schedule A;
- (f) must notify the Department in writing of any intention to sell, transfer, lease or licence the Site;
- (g) do all that is necessary to complete the Project to ensure the works are fit for the purposes the Agreement requires and any purposes which may be reasonably inferred;
- (h) ensure the health and safety of all people who may be affected by your activities under the Agreement (including your employees and subcontractors and members of the public), in compliance with the *Work Health & Safety Act 2011*;
- (i) avoid damage to property and the environment when carrying out the Project, and make good any such damage at your expense; and
- (j) prevent nuisance or inconvenience to anyone who may be affected when carrying out the Project.

4. Maintenance and Monitoring

- 4.1 You will undertake Maintenance and Monitoring activities for a period of 10 years, commencing on the Project Completion Date.
- 4.2 The maintenance of the Project will include:
 - (a) monitoring and removing regeneration of treated weed species;
 - (b) replacing planted trees and shrubs if survival is affected by non-compliance with best practice methods including follow up watering, stock caused damage or lack of weed and pest animal control;
 - (c) maintaining stock-proof fences;
 - (d) ensuring protection from any adverse natural events such as drought, flood and fire; and
 - (e) any other requirements as outlined in Schedule A.
- 4.3 The Department will establish ongoing monitoring requirements for the Project as outlined in Schedule B and provide you with a proforma annual report card for the purposes of Monitoring.
- 4.4 By 30 June each year, you must submit an annual report card that monitors the condition of the Project to the Department's Authorised Person.
- 4.5 Where you request any additional funds, each additional request must be included in the annual Maintenance and Monitoring report card you submit.

5. Department Obligations

- 5.1 The Department will:
 - (a) pay you the Fee for performing the Services in the manner and at the times, if any set out in the Details, provided that you has given the Department evidence that the

Services have been performed to the Department's satisfaction and an invoice setting out the Services claimed;

(b) assist you in developing project plans outlined in Schedule A.

6. Site Access

6.1 You are to give the Department, its agents and any other Government agencies, reasonable access to the Site for the purposes of inspecting the Project, both during the Project Period and the Contract Term.

7. Completion

7.1 The Project must reach Completion by the Project Completion Date. You are to inform the Department when, in your opinion, the Project has reached Completion. If the Department agrees, the Department will issue a notice stating that the Project has reached Completion.

7.2 Notice of Completion will not relieve you from liability for any omissions or defects. Your liability continues until any limitation period under statute expires.

8. Extensions of Time

8.1 If you will be delayed in reaching Completion, you may be entitled to an extension of time for Completion for the number of days assessed by the Department, if you satisfy the Department that all of the following conditions apply:

- (a) the cause of the delay was beyond your control;
- (b) you have taken reasonable steps to avoid and minimise the delay and its effects; and
- (c) you have given the Department Notice of the delay, its cause, relevant facts and the extension of time claimed, as soon as practical after the delay commenced.

8.2 The Department may in its absolute discretion for the benefit of the Department extend the time for Completion at any time and for any reason, whether or not you have claimed an extension of time.

9. Work Health and Safety

9.1 As you are responsible for the Project until the Project Completion Date, you are engaged as principal contractor and manager and controller of the Site for the construction work under clauses 293 and 298 of the *Work Health and Safety Regulation 2017*. You are authorised to exercise such authority as the person conducting a business or undertaking that is commissioning the construction project as is necessary to enable you to discharge the responsibilities of principal contractor and manager and controller of premises imposed by the *Work Health and Safety Act 2011* and Chapter 6 of the *Work Health and Safety Regulation 2017*.

9.2 You must report any safety incidents immediately to the Department's Authorised Person.

10. Care of property

- 10.1 Until the Project Completion Date, you are responsible for the care of, and must make good at your expense, any loss or damage which occurs to the Project or the Site.
- 10.2 You are liable for any loss or damage you cause whilst making good Defects.

11. GST

- 11.1 Unless otherwise indicated, all consideration for any supply under this Agreement is exclusive of any GST imposed in relation to the supply.
- 11.2 If:
- (a) despite any other provision of this Agreement, GST is imposed on a supply you make to the Department under this Agreement; and
 - (b) the Department is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,
- the Department will pay you an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Agreement in relation to that supply.
- 11.3 If you are not registered under the GST Law, you will not be entitled to receive any additional amount as provided under this **clause 11.2**.
- 11.4 If for any reason the Department pays you an amount under this **clause 11.2** which is more than the GST imposed on the supply, you must repay the excess to the Department on demand or the Department may set off the excess against any other amounts due to you.

12. Insurance

- 12.1 You must maintain, at your own cost, during the term of this Agreement:
- (a) a broadform public liability policy of insurance to the value of at least \$10 million in respect of each claim and in the aggregate as to the number of occurrences in the policy period;
 - (b) workers' compensation insurance as required by all relevant laws of Australia relating to workers compensation; and
 - (c) the Additional the Insurance Policies listed in the Details for the minimum sum provided.
- 12.2 You must not do, permit or suffer any act, matter or thing or omission whereby any of the policies referred to in this clause may be vitiated, rendered void or voidable.
- 12.3 Where the Department requests, you must provide a copy of valid and current certificates of currency the insurer has issued for each or any of the policies described above which will include the policy number, expiry date, level of cover (per claim and aggregate), policy excess, summary of cover (including exclusions and endorsements) and jurisdictional limits.

12.4 Without limitation to **clause 12.1**, each party warrants that it has and will maintain appropriate insurance to cover any liability it may incur in relation to this Agreement.

13. Indemnities

13.1 You must indemnify and keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:

- (a) any breach of this Agreement by you;
- (b) any unlawful or negligent act or omission by you or your subcontractors in connection with this Agreement;
- (c) any illness, injury or death of any person you or your subcontractors caused or contributed to in connection with this Agreement; or
- (d) any harm to the environment, any loss or damage to real or personal property you or your subcontractors caused or contributed to in connection with this Agreement.

13.2 Your liability to indemnify the Department under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Department, its officers, employees or agents contributed to the relevant loss or liability.

13.3 Your liability to indemnify the Department under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Agreement.

14. Variation and Suspension

14.1 You must carry out the Department's direction in relation to any Variation to the Project. The Department and you must agree on the reasonable amount payable to or deductible from you for the Variation. If there is no agreement within 14 days the Department will assess the amount due or payable.

14.2 The Department may direct you to suspend all or part of the Project at any time and you must carry out the direction.

14.3 If the direction to suspend work is due to any act or omission of the Department, the Department will meet with you to agree on any reasonable extra costs it will pay you which result from the suspension. If the parties do not agree within 14 days after the meeting, the Department will assess the extra costs and pay you a reasonable amount for them.

14.4 You are to recommence the Project as soon as practicable after the Principal directs.

15. Termination

15.1 This Agreement will end on the earlier of:

- (a) you completing the Project and the Department paying all Fees due;

- (b) by either party by giving Notice to the other party where the other party has breached any material provision of this Agreement and that other party has not rectified the breach within thirty (30) days of receiving Notice requiring it to do so;
- (c) termination by the Department at any time by Notice in writing to you, without the need to give reasons, and with effect from the date stated in the Notice; or
- (d) termination by the Department, without incurring any liability, by Notice to you with immediate effect if you becomes insolvent, makes an assignment for the benefit of creditors, is the subject of winding up proceedings whether voluntary or compulsory otherwise than for the purpose of reconstruction and amalgamation or a receiver is appointed to you by a court.

15.2 On termination or expiry of this Agreement:

- (a) accrued rights and obligations are not affected;
- (b) the Department must pay you for work done and any Approved Expenses incurred up to the effective date of termination or expiry (after taking into account any payments already made to you prior to that date).

15.3 Without prejudice to any other rights which the Department has, if you commit a substantial breach of the Agreement, including:

- (a) failing to carry out a direction of the Department within the time specified;
- (b) not progressing the Project at a reasonable rate;
- (c) failing to effect or maintain any insurance required by the Agreement; or
- (d) failing to comply with its health and safety obligations;

the Department may, in writing, specify the breach and ask you to give reasons why it should not take further action.

15.4 If you either fail to give a written response within 7 days of receiving the Department's Notice, or fails to give reasons satisfactory to the Department, then:

- (a) the Department may immediately terminate the Agreement by Notice in writing to you, in which case the respective rights and liabilities of the parties will be the same as they would be at common law if you had wrongfully repudiated the Agreement; or
- (b) the Department may immediately take over the incomplete Project by Notice in writing, suspend payments due or which would become due under **clause 5**, and have others complete the Project. The Department is to calculate the difference between the costs of having others complete the Project and the amount of suspended payments held. If the calculation shows a shortfall to the Department, you are to pay the amount of the shortfall to the Department within 7 days of a written demand for payment. If the calculation shows an excess to the Department, the Department is to pay the amount of the excess to you.

16. Existing Services (check if applicable, if not replace clause with N/A)

16.1 You are to locate all existing services affected by the work and, in doing so, comply with the Safework NSW Work Near Underground Assets Guide.

- 16.2 Before commencing construction work, establish the precise locations of all underground and other services at and around the Site and:
- (a) obtain advice from Dial Before You Dig and the owners of the services;
 - (b) engage a services locator; and
 - (c) where any service is underground, in conjunction with the owner of the service, use pot-holing (or equivalent non-destructive techniques).
- 16.3 Mark the locations of all services prominently on the Site, document them on a site plan and provide a copy of the site plan to each subcontractor before the subcontractor commences construction work.
- 16.4 Before undertaking any concrete cutting or other work penetrating the building fabric (floor, walls or ceiling):
- (a) ensure the services are isolated in the relevant work area; and
 - (b) for school buildings, obtain prior approval from the Department's Authorised Person, schedule such work outside normal school hours and isolate electrical and gas services for the whole building; and
 - (c) before restoring services, check all penetrations for live or damaged wiring or gas pipes.

17. Unexpected Discovery of Hazardous Materials (check if applicable, if not replace clause with N/A)

- 17.1 If any hazardous substance not identified in the Agreement is discovered on the Site, suspend all work which may result in exposure to such hazardous substance and notify the Department immediately of the type of substance and its location.
- 17.2 As soon as possible, you must submit to the Department details including:
- (a) the additional work and resources the Agreement or estimates are necessary to deal with the substance so that work and subsequent use of the Project may proceed safely and without risk to health;
 - (b) your estimate of the cost of the measures necessary to deal with the substance; and
 - (c) other details reasonably required by the Department.
- 17.3 If the Department instructs you to carry out work to deal with the hazardous substance:
- (a) carry out the work concurrently with other work wherever possible; and
 - (b) otherwise minimise effects of the work on the time required to reach Completion.

18. Notices

- 18.1 Unless otherwise stated in this Agreement, all Notices to be given under this Agreement must be in writing, and hand-delivered or emailed to the Authorised Officer specified in the Details.
- 18.2 The receiving party will be deemed to have received the Notice as follows:
- (a) if hand delivered, on the day on which it is delivered or left at the relevant address;

- (b) if sent by email before 5.00pm on a Business Day, the first of the following occurring:
 - i. when the sender receives an automated message confirming delivery; or
 - ii. four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not be delivered.
- (c) if sent by email after 5pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.

18.3 Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

19. General

19.1 **Survival:** The following clauses survive termination or expiry of this Agreement clause 12.1 (Indemnities) and clause 15 (Termination), this clause 19.1 and any other clause which by its nature is intended to survive this Agreement.

19.2 **Entire Agreement:** This Agreement states all the express terms agreed by the parties as to the matters referred to in this Agreement. It supersedes all prior contracts, obligations, representations, conduct and understandings.

19.3 **Variation:** This Agreement may only be varied by agreement in writing signed by the parties.

19.4 **Inconsistency:** If there is any inconsistency between provisions then the order of precedence will be:

- (a) the **Details**; then
- (b) the **Special Conditions**; then
- (c) these **Terms of Project**; then
- (d) any **Schedules**.

19.5 **Negation of employment, partnership or agency**

- (a) This Agreement does not create a relationship of agency, partnership, and/or employment between the parties.
- (b) You must not represent yourself as being an employee or agent of the Department or as otherwise able to bind or represent the Department.

19.6 **Waiver**

- (a) If a party fails to exercise any of its rights under this Agreement, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Agreement to their full force and effect.
- (b) Any waiver by a party of a breach of this Agreement must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

- 19.7 **Assignment:** You must not assign or novate your obligations or interests under this Agreement, without the prior written consent of the Department.
- 19.8 **Counterparts:** This Agreement may be signed in any number of counterparts which taken together will constitute one instrument
- 19.9 **Governing Law:** The laws of New South Wales govern this Agreement and the parties submit to the non-exclusive jurisdiction of the courts in that State.

EXAMPLE

Execution Clauses

Department

Signed for and on behalf of the Crown in right of the State of New South Wales acting through the **Department** by its authorised signatory but not so as to incur personal liability:

Type name of Departmental manager with financial delegation

Signature

Date

Landholder (Individual)

By entering into this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of [Click here to enter name of Organisation](#)

Signature of Authorised Signatory

Name of Authorised Signatory

Date

Contractor Alternative Signature Blocks – Delete heading and pages before sending if not used

Landholder (Company)

Signed for on and on behalf of **insert name of Company** Ltd in accordance with section 127 of the *Corporations Act 2001* by:

| | |
|--------------------------|---|
| Signature of Director(1) | Signature of Director(2)/ Company Secretary |
| Name of Director(1) | Name of Director(2)/Company Secretary |
| Address of Director(1) | Address of Director(2)/Company Secretary |
| Date | Date |

Landholder (Partnership)

By entering into this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of

Signed for and on behalf of **Enter name of Partnership**. by its authorised signatory:

| | |
|-----------------|----------------------|
| Name of Partner | Signature of Partner |
| | Date |

Schedule A – Project Scope of Works

| Item No | Scope of Works Description of Milestones | Fee (excluding GST) | Performance Timeframe | When to send invoice |
|-------------------------|--|------------------------|--|---|
| <i>[Insert item no]</i> | <i>[Insert or annex description/specification of project. e.g. Annexed at Attachment 1]</i> <i>[Where possible any specification should be functional or performance based, rather than descriptive.]</i> | <i>[Insert amount]</i> | <i>[Insert performance timeframe.]</i> | <i>[Insert when invoicing is to occur - e.g. when all Project activities have been completed]</i> |
| | | | | |
| | | | | |
| | | | | |
| Specific deliverables | <<Insert>> | | | |

Schedule B – Maintenance and Monitoring

| Heading | | Heading | |
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| Text | | Text | |
| Text | | Text | |

Schedule C – Site Map

EXAMPLE