Landholder Agreement

**This Landholder Agreement (“Agreement”) is between the <Landholder’s full legal name>, hereafter referred to as the “Landholder” and <Organisation’s full legal name> (ABN<XX>), hereafter referred to as the “Organisation”.**

**Landholder details**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name of Landholder(s):** |  | | | | |
| **Property Name:** |  | | | | |
| **Property Address:** |  | | | | |
| **Lot(s)/DP:** |  | | | | |
| **Telephone:** |  | | **Mobile:** |  | |
| **E-mail:** |  | | | | |
| **Postal Address:** |  | | | | |
| **Australian Business Number:** |  | **Are you registered for GST?** | | | Y / N |

**Organisation details**

|  |  |  |  |
| --- | --- | --- | --- |
| Organisation: |  | | |
| ABN: |  | | |
| Postal address: |  | | |
| Telephone: |  | Email: |  |

**Organisation contact**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | | |
| Position: |  | | |
| Telephone: |  | Email: |  |

This Agreement defines the investment, deliverables, on-ground activities, obligations and responsibilities of the Landholder and the Organisation relating to the Project that is funded through a grant provided by Western Australian Government’s State Natural Resource Management (NRM) Program.

Works, materials and/or funding to the value of $<Total> (excluding GST) are offered to the Landholder to complete this Project in accordance with all Agreement Terms and Conditions outlined below.

**Project Deliverables**

The Landholder will deliver the following:

|  |  |  |
| --- | --- | --- |
| **Description** | **Quantity and measure** | **Funding allocation** |
| <To be completed by the Organisation and confirmed by the Landholder> |  |  |
| *e.g. Stock exclusion fencing for remnant vegetation* | *1.4 km* | *1.4 x $2,200 = $3,080* |
| *e.g. Revegetation along creekline* | *3.3 ha* | *3.3 x $1,350 = $4,455* |
|  |  |  |
|  |  |  |

**Project Activities**

This Project will undertake the following activities to achieve the above Project Deliverables:

|  |  |  |
| --- | --- | --- |
| **Description and details** | **Responsibility** | **Due date** |
| <To be completed by the Organisation and confirmed by the Landholder> |  |  |
| Site preparation as required, including initial weed control and ripping | Landholder | Prior to funded works commencing |
| *e.g. Installation of stock exclusion fencing* | *Landholder* | *30 June 2023* |
| *e.g. Revegetation using seedlings and/ or seed provided to you by our supplier. The agreed list of plants will be developed when the funding is secured and may be subject to alteration depending upon seasonal conditions.* | *Landholder* | *30 July 2023* |
|  |  |  |
|  |  |  |
| Photopoint monitoring of all on-ground deliverables; minimum before and after photos from the same view (photopoint) per deliverable | Landholder / Organisation | Before and after works |
| Complete reporting requirements as established between the Organisation and the Landholder. | Landholder / Organisation | As agreed |
| Maintenance of deliverables for up to 10 years, including as applicable:   * Protection of revegetation from feral pests * Stock exclusion from revegetated sites * Fencing maintenance and repair * Ongoing or follow-up weed control. | Landholder | *e.g. July 2033* |

**Terms and Conditions**

1. This Agreement applies only to the land mapped as the “Agreement Area” (Schedule 1).
2. This Agreement commences on the date the Agreement is signed by both the Landholder and the Organisation and will continue for 10 (ten) years from that date.
3. The parties to this Agreement agree that all on-ground activity will comply with standards as detailed in the State NRM Program guidelines.
4. The Landholder’s Responsibilities

The Landholder(s) agrees:

1. To use the funds or support provided by the Western Australian Government’s State Natural Resource Management (NRM) Program through the Organisation only for the purposes of delivering the Project Deliverables above.
2. To implement the activities described across the mapped Agreement Area.
3. To obtain and comply with all necessary licences, approvals, consents and permits required for carrying out this Agreement.
4. To undertake site preparation including initial weed control and ripping.
5. To exclude stock from revegetation areas for a minimum of 5 years after planting.
6. To protect grant funded revegetation with stock exclusion fencing.
7. To maintain and repair grant funded fencing for a minimum of 10 years after installation.
8. To acknowledge the State NRM Program funding in any promotion or social media post about the activities on their land.
9. To comply with all safety requirements in relation to the Agreement Area required by law, including the Occupational Safety and Health Act 1984 and the *Occupational Safety and Health Regulations 1996*.
10. That they are responsible for any personally owned equipment used for the specified works, its insurance and public liability.
11. To manage any risks posed by extreme weather or other natural events to successful project completion, wherever possible.
12. To provide the Organisation and/or its Contractors reasonable access to the Property for project activities, on-ground works, and site assessments.
13. To allow the Agreement Area to be available for occasional inspection for the purpose of monitoring and evaluation.
14. To provide to the Organisation the following documents if required:
15. A works activity progress report and/ or summary;
16. Site monitoring reports; and
17. All receipts and records for all expenditure associated with the Project.
18. To undertake maintenance of all on-ground works outlined for the duration of the Agreement.
19. To inform subsequent purchasers of the property of this Agreement, the works funded by the Organisation/ Western Australia State NRM Program and maintenance requirements.
20. That there is no guarantee of continued funding or additional financial assistance from the Organisation or the Western Australian Government’s State Natural Resource Management Program.
21. Organisation’s Responsibilities

The Organisation agrees to:

1. Provide resources (funding, materials or support) secured from a successful application to the Western Australian Government’s State Natural Resource Program to the Landholder to implement agreed outcomes and to improve natural resource condition as set out in this Agreement*.*
2. Develop management actions specific to the property in consultation with the Landholder.
3. Contact the Landholder to arrange mutually convenient times for site assessments, inspections, field days, other events and follow-up monitoring and evaluation.
4. Seek Landholder permission prior to publicising any aspect of the property or this agreement.
5. The Rights and Responsibilities of Both Parties

The parties agree that:

1. They apportion risk as follows:
   * 1. The Organisation accepts the risk for the actions of the Organisations’ staff in entering the Property and carrying out functions associated with this Agreement.
     2. All other risks associated with this Agreement and the works under this Agreement rest with the Landholder.
2. The Landholder and the Organisation may by agreement in writing vary or supplement this Agreement at any time.
3. Information relating to the on-ground works carried out in the Agreement Area(s) will be stored by the Organisation and will be shared with the Western Australian Government’s State Natural Resource Management Program and other government agencies (as relevant). Consent will be sought from Landholders should any information pertaining to the Landholder’s personal details be required.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signed by the Landholder/s | | | | |
| Signature: |  | | Signature: |  |
| Print name: |  | | Print name: |  |
| Date: |  | | Date: |  |
| Signed for and on behalf of <Organisation> | | | | |
| Signature: |  | | | |
| Print name: |  | | | |
| Position: |  | | | |
| Date: |  | **(This will be the date of Agreement commencement)** | | |

**SCHEDULE 1: MAP OF AGREEMENT AREA**

<Insert/attach map>.