

CITY OF CONCORD
COMMERCIAL CANNABIS BUSINESS PROPOSAL/APPLICATION
FINANCIAL RESPONSIBILITY, INDEMNITY AND CONSENT TO INSPECTION
TERMS

Dated: _____, 2020

I hereby agree to the following terms:

1. I am herewith depositing the sum of \$_____ as an initial deposit for the review and processing of a City of Concord Commercial Cannabis Business Competitive Selection Proposal/Application. I understand that the terms "proposal" or "application" as used in this document refers to all information and/or written materials submitted in response to the "Request for Proposals #2436: For Commercial Cannabis Businesses: Storefront Retail, Non-Storefront Retail, & Microbusiness with Storefront Retail."
2. The entire amount deposited is non-refundable for any reason. There is no guarantee - expressed or implied - that by submitting the application or making the deposit identified above that I will obtain a license, any land use entitlements, or a permit to operate a commercial cannabis business. I understand that City staff may recommend denial of the proposal/application for any reason, that staff may change its recommendation at any time, and that staff's recommendation of approval does not guarantee approval by the City Council, any board or commission, or staff.
3. All costs incurred by the City in processing said application, including staff time and overhead, shall be paid by me. This is my personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in business organization, or any other reason. As work proceeds on an application, actual City costs, as established by City Ordinance, will be charged against the deposit account. The City will deduct such costs from said deposits at such times and in such amounts as City determines. The City may demand additional deposits be made by me over the course of processing the application such as prior to each submittal, public review, and hearing(s), as applicable to the proposal process. "Costs incurred by the City" as identified in this paragraph shall include costs for the services of contractors or consultants. The City shall exercise its sole discretion in determining whether it is necessary to engage the services of an outside contractor to assist with application processing, which costs are to be paid by me.
4. If it is determined that the amount on deposit will not be adequate to cover all costs associated with application processing, I shall deposit additional monies, or the application will be deemed withdrawn. If at any point in the processing of the application the amount on deposit becomes depleted, City staff will suspend work on the application until sufficient funds are restored. City may make a written demand for additional deposit(s) and I shall deposit with City such additional sums within the time stated in City's demand. If I fail to deposit such additional sums within said period, City staff will cease work on said application. The application will not be finalized for hearing or decision and will be deemed withdrawn and refer any deficit owed to the City for collection of the

outstanding balance.

5. To the fullest extent permitted by law, I shall defend, indemnify, save and hold harmless the City of Concord and its agents, officers, elected officials and employees for any claims, damages, or injuries brought against the City, its agents, officers, elected officials and employees arising from the processing of the application and my conduct of a commercial cannabis business. The indemnification shall apply to any damages, costs of suit, attorneys' fees or other expenses awarded against the City, its agents, officers and employees in connection with any such action, except as such liability caused by the active negligence, sole negligence or willful misconduct of City, its officers, officials, agents and employees. My obligations under this indemnification shall apply regardless of whether a license or any permits or entitlements are issued.

6. In addition, I shall expressly release the City of Concord and its agents, officers, elected officials and employees from any injuries, damages, or liabilities of any kind that result from any arrest or prosecution for violation of state or federal laws. By signing below, the signatory represents that he/she has the authority to bind the applicant and/or cannabis business owner and does hereby releases the City, its officers, officials, agents, and employees from any and all known and unknown claims, injuries, damages, or liabilities of any kind arising from (a) any repeal or amendment of the City's municipal and development codes related to the cannabis business or cannabis commercial activity; and (b) any arrest or prosecution of applicant, cannabis business owner, manager or key employees, employees or staff for violation of state or federal laws. The applicant is aware of the statutory language of Civil Code Section 1542, which reads as follows, as elects to waive the benefits of any and all rights any of them may have pursuant to this section:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE
TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

7. The City will promptly notify the Applicants and Owner of any such claim, action, or proceeding that is or may be subject to this Agreement. The City may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding.

8. The City shall have the absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the City for those costs. Such resources include, but are not limited to, staff time, court costs, City Attorney's time, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action or proceedings.

9. I consent and expressly allow, authorize, and permit the City, all its departments, agents, and employees (collectively, "City"), to enter upon and inspect the subject property identified herein, with or without prior notice, for the purposes of inspecting, photographing, and/or processing this

application and to inspect for compliance with all laws, regulations, and conditions placed on a license, land use approvals, or the permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing below, I further certify and warrant I am authorized to, and hereby do, consent and allow such inspections on my behalf and on the behalf of each and all Owners of the property and Applicants.

- 10. I understand that all materials submitted in connection with my proposal are public records subject to inspection and copying by members of the public. By submitting my proposal, I agree that the public may inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the City's website. For any materials that may be subject to copyright protection, or which may be subject to Sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the City I represent that I have the authority to grant, and hereby grant, the City permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.
- 11. This document shall constitute a separate agreement from any license or permit approval, and that if the license or permit, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, I agree to be bound by the terms of this document, which shall survive such invalidation, nullification or setting aside.
- 12. This document shall be construed and enforced in accordance with the laws of the State of California and in any legal action or other proceeding brought by either party to enforce or interpret this Agreement; the appropriate venue is the Contra Costa County Superior Court.

After review and consideration of all of the foregoing terms and conditions, by signing below and effective as of the date indicated above, I agree to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

Applicant(s)/Owner(s):

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Property Owner(s): (if different)

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature