

**COUNTY OF VENTURA
CANNABIS BUSINESS LICENSE APPLICATION
FINANCIAL RESPONSIBILITY, INDEMNITY AND
CONSENT TO INSPECTION TERMS**

Dated: _____, 2021

I hereby agree to the following terms:

1. I herewith pay the fee deposit of \$10,000 for the application fee for the review and processing of a cannabis business license.
2. The entire fee deposit amount paid to the County is non-refundable with the exception of that which is specified in County Code Section §2705 (e). There is no guarantee - expressed or implied - that by submitting the application or making a payment that I will obtain any land use entitlements or a license to operate a cannabis business. I understand that the County Executive Officer, or his/her designee(s) may recommend denial of the application if the application does not meet the requirements set forth in County Code Section §2705 and can be denied for the reasons stated in County Code Section §2708.
3. All costs incurred by the County in processing said application, including staff time, Consultant's fees, attorney's fees, and overhead, shall be paid by me from the fee deposit. 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 County costs, as established by the County, will be charged against the fee deposit. The County shall exercise its sole discretion in determining whether it is necessary to engage the services of outside contractors or consultants to assist with application processing, which costs are to be paid by me as part of the fee.
4. If it is determined that the amount paid will not be adequate to cover all costs associated with application processing, I shall pay additional monies, or the application will be deemed withdrawn. If at any point in the processing of the application the amount paid does not adequately cover the cost County staff will suspend work on the application until sufficient fees are paid. The County may make a written demand for additional fee(s) and I shall pay the County such additional sums within the time stated in County's demand. If I fail to pay such additional sums within said period, County staff, and all contractors and consultants for the County, will cease work on said application. I acknowledge that the application will not be reviewed or decision and will be deemed withdrawn and refer any deficit owed to the County for collection of the outstanding balance.
5. The applicant acknowledges and agrees to the defense, waiver, and indemnification obligations stated in the attached "Agreement on Limitations of County's Liability, and Certifications, Assurances Warranties and Indemnification to County", incorporated herein by reference.
6. The County will promptly notify the Applicants and Owner of any such claim, action, or proceeding

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that is or may be subject to this Agreement. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding.

7. In the event that any claim, action, or proceeding as described above is filed against the County, I shall within 30 days of the filing make an additional deposit of \$10,000 to the County to cover the costs or expenses involved in County defense. If during the litigation process, actual costs or expenses incurred reach 80% of the amount on deposit, I shall deposit additional funds sufficient to bring the balance up to the amount of \$10,000.
8. The County shall have the sole and absolute right to approve any and all counsel employed to defend the County. To the extent the County uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the County for those costs. Such resources include, but are not limited to, staff time, court costs, County Counsel'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 County, all its departments, agents, and employees (collectively, "County"), 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 land use approvals or the permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this application, 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 application are public records subject to inspection and copying by members of the public. By filing an application, 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 County'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 County I represent that I have the authority to grant, and hereby grant, the County permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.
11. This Agreement shall constitute a separate agreement from any License approval, and that if the License, 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 Agreement, which shall survive such invalidation, nullification or setting aside.
12. This Agreement 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 Ventura County Superior Court.

After review and consideration of all of the foregoing terms and conditions, I agree to be bound by and to fully and timely comply with all of the foregoing terms and conditions, and the attached "Agreement on Limitations of County's Liability, and Certifications, Assurances Warranties and Indemnification to County".

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

Agreement on Limitations of County's Liability, and Certifications, Assurances, Warranties, and Indemnification to County

(Must be completed by all applicants)

A. WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY THE COUNTY OF VENTURA

The applicant/licensee, owners, and operators, and each of them, jointly and severally if more than one, hereby waive and release the County from any and all liability for monetary damages related to or arising from the application for a license, the issuance of the license, or the enforcement of the conditions of the license. The applicant certifies that under no circumstances shall the applicant cause any cause of action for monetary damages against the County of Ventura, the licensing official or any County employee or agent as a result of this license application or issuance or the enforcement of the conditions of the license.

B. RELEASE COUNTY OF VENTURA FROM LIABILITY FOR ISSUING THE APPLICANT A LICENSE

By applying for a license pursuant to the County of Ventura Cannabis Business License Regulations and by accepting a license from the County of Ventura acting as the Local Licensing Authority, the applicant/licensee, owners and operators, and each of them, jointly and severally if more than one, waives and releases the County of Ventura, and its elected officials, employees, agents, insurers and attorneys, and each of them, from any liability for injuries, damages, costs and expenses of any nature whatsoever that result or relate to the investigation, arrest or prosecution of business owners, operators, employees; clients or customers of the applicant/licensee for a violation of state or federal laws, rules or regulations relating to cannabis activities.

C. AGREEMENT TO INDEMNIFY COUNTY OF VENTURA

The applicant/licensee, owners and operators, and each of them, jointly and severally if more than one, shall defend, indemnify, and hold harmless the County of Ventura, its boards and commissions, officers, employees, attorneys and agents against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to, any claim related to, or any liability or demands, of any nature whatsoever, related to:

- (i) The requested cannabis business license and any land use entitlement/permit related thereto;
- (ii) The proceedings undertaken in connection with the adoption, approval, denial, or appeal of the requested cannabis business license and any land use entitlement/permit related thereto;
- (iii) Any subsequent approvals or licensing/permits relating to the requested cannabis business license and any land use entitlement/permit related thereto;
- (iv) The processing of the requested cannabis business license and any land use entitlement/permit related thereto;
- (v) Any amendments to the approvals for the requested cannabis business license and any land use entitlement/permit related thereto; and

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- (vi) The County's approval, consideration, analysis, review, issuance, denial or appeal of my cannabis business license;
- (vii) The County's approval, consideration, analysis, review, issuance, denial or appeal of my land use entitlement/permit;
- (viii) The County's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses;
- (ix) The County's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to my cannabis business;
- (x) The operation of my cannabis business or activity;
- (xi) The process used by the County in making its decision to approve, consider, analyze, review, issue, or deny, my cannabis business license or land use entitlement/permit, or the appeal of either; and/or
- (xii) The alleged violation of any federal, state or local laws by the cannabis business or any of its officers, employees or agents.
- (xiii) The County of Ventura shall promptly notify the applicant of any claim, action or proceeding which may be filed and shall cooperate fully in the defense, as provided for in Government Code Section 66474.9.

D. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS

My obligations under this indemnification shall apply regardless of whether a cannabis business license or any permits or entitlements are issued.

E. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

My obligations under this agreement shall survive the expiration of any license/permit or entitlement issued by the County.

F. CERTIFICATION OF LIVE SCAN/BACKGROUND CHECK

The applicant, cannabis business owner and anyone with an ownership interest of twenty percent (20%) in the business referenced herein represents and certifies they have submitted to a Live Scan and/or background check no earlier than 30 days prior to the date of this application or as determined by the Ventura County Sheriff or his/her designee.

G. PERMIT RENEWAL CERTIFICATION

For renewals, the applicant represents and certifies that they continue to hold in good standing any permit/license required by the State of California where applicable for a cannabis business operation.

H. PROSECUTION UNDER FEDERAL LAW

The applicant understands that owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

I. AUTHORIZED TO SIGN

The person whose signature appears below is authorized to sign this application on behalf of the business, applicant/licensee permittee, owners, and operators, and each of them, if more than one, and has submitted this information and all attachments as required by the application process to obtain a cannabis business license from the County of Ventura.

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I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a Cannabis Business License pursuant to Ventura County Ordinance Code Sections §2700, Section §8105-5, Section §8107-47 and all other applicable sections of this Ordinance.

Applicant Signature

Printed Name and Title

Name of Business Entity

Address of Permitted Location

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature _____