



City of
Laguna Woods

**CANNABIS STOREFRONT RETAILER
INDEMNIFICATION AGREEMENT –
PROPERTY OWNER OF RECORD**

Planning & Environmental Services Department
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I. INTRODUCTION

This Cannabis Storefront Retailer Indemnification Agreement – Property Owner of Record satisfies the City of Laguna Woods’ indemnification requirements for the parcel(s) where the business of the cannabis storefront retailer is to be carried on as set forth in Laguna Woods Municipal Code Section 13.26.025(c)(4). Additional information may be required subsequent to the submittal of this form, if necessary, per Laguna Woods Municipal Code Section 13.26.025(c)(1)n.

II. BUSINESS INFORMATION (MUST MATCH “SUPPLEMENTAL INFORMATION FORM”)

- 1) Business’ Legal Name: _____
- 2) Business’ Fictitious Business Name(s) (if applicable): _____
- 3) Business’ Proposed Operating Location: _____

III. PROPERTY OWNER INFORMATION (MUST MATCH “LAND USE APPLICATION”)

- 1) Property Owner of Record’s (“POR”) Legal Name: _____
- 2) Assessor’s Parcel Number Owned by POR: _____
- 3) POR’s Mailing Address: _____
- 4) POR’s Authorized Agent’s Legal Name (if applicable): _____
- 5) POR’s Authorized Agent’s Telephone Number: _____
- 6) POR’s Authorized Agent’s Email Address: _____

IV. AGREEMENT

Leave the first three fields in this Section IV blank.

This Cannabis Storefront Retailer Indemnification Agreement – Property Owner of Record (“CANNABIS INDEMNIFICATION”), is made and entered into this _____ day of _____ 20_____, by and among the City of Laguna Woods, a California municipal corporation (“CITY”) and _____ (“PROPERTY OWNER”).
(PROPERTY OWNER OF RECORD – MUST MATCH LINE III(#1) ABOVE)

CITY and PROPERTY OWNER agree as follows:

(a) CITY and its elected and appointed boards, officials, officers, agents, employees, and volunteers (individually, “INDEMNITEE” and collectively, “INDEMNITEES”) shall have no liability to PROPERTY OWNER or any other entity or person for any and all liabilities, claims, actions, causes of

action, proceedings, suits, damages, injuries, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise occurring as a result of PROPERTY OWNER's activities of or in any way relating to PROPERTY OWNER's allowance of the business of a cannabis storefront retailer to be conducted on its property or by the negligent or willful acts or omissions of PROPERTY OWNER, its elected and appointed boards, officials, officers, agents, employees, subcontractors, and volunteers, committed in performing or in any way relating to PROPERTY OWNER's allowance of the business of a cannabis storefront retailer to be conducted on its property, including without limitation, (1) the prosecution of PROPERTY OWNER, the cannabis storefront retailer business for which CITY approves a Commercial Cannabis Permit for the conduct of business on PROPERTY OWNER's property ("CANNABIS BUSINESS"), and/or CANNABIS BUSINESS' customers, for violation of federal or state laws, and (2) any action against INDEMNITEES related to Laguna Woods Municipal Code Section 13.26.025, Laguna Woods Municipal Code Chapter 3.18, and/or CITY's approval of CANNABIS BUSINESS' Commercial Cannabis Permit.

(b) PROPERTY OWNER shall indemnify, fund the defense, and hold harmless INDEMNITEES from and against, any and CLAIMS, which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise occurring as a result of PROPERTY OWNER's activities of or in any way relating to PROPERTY OWNER's allowance of the business of cannabis storefront retailer to be conducted on its property or by the negligent or willful acts or omissions of PROPERTY OWNER, its elected and appointed boards, officials, officers, agents, employees, subcontractors, and volunteers, committed in performing or in any way relating to PROPERTY OWNER's allowance of the business of a cannabis storefront retailer to be conducted on its property, including without limitation, (1) the prosecution of PROPERTY OWNER, the cannabis storefront retailer business for which CITY approves a Commercial Cannabis Permit for the conduct of business on PROPERTY OWNER's property ("CANNABIS BUSINESS"), and/or CANNABIS BUSINESS' customers, for violation of federal or state laws, and (2) any action against INDEMNITEES related to Laguna Woods Municipal Code Section 13.26.025, Laguna Woods Municipal Code Chapter 3.18, and/or CITY's approval of CANNABIS BUSINESS' Commercial Cannabis Permit.

(c) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which PROPERTY OWNER has agreed to indemnify INDEMNITEES as provided in Section (b) above, CITY shall defend INDEMNITEES at PROPERTY OWNER's expense by counsel selected by CITY, in its sole and absolute discretion. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The provisions of this CANNABIS INDEMNIFICATION shall survive the expiration, suspension, revocation, termination, or invalidation of CANNABIS BUSINESS' Commercial Cannabis Permit. The defense funding obligation of PROPERTY OWNER shall apply without any advance showing or finding of negligence or wrongdoing by PROPERTY OWNER.

(d) In the event one or more persons or entities constitute the PROPERTY OWNER, the indemnification, defense, and hold harmless obligations hereunder to INDEMNITEES shall be joint and several among all PROPERTY OWNERS. No indemnification, defense, and hold harmless obligations hereunder shall be limited, voided, or affected in any way by any allegation of contributory or comparative active or passive negligence by INDEMNITEES in connection with any CLAIM.

Case # (CITY USE ONLY): _____

GENERAL RELEASE. PROPERTY OWNER acknowledges and waives its rights under California Civil Code section 1542, which states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her 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.

PROPERTY OWNER Initials: _____

CONSULTATION WITH LEGAL COUNSEL. The person or persons executing this CANNABIS INDEMNIFICATION on behalf of PROPERTY OWNER has reviewed this CANNABIS INDEMNIFICATION and has had the opportunity to consult with legal counsel on the terms and provisions herein.

AUTHORITY TO EXECUTE. The person or persons executing this CANNABIS INDEMNIFICATION on behalf of PROPERTY OWNER represents and warrants that he/she/they has/have the authority to so execute this CANNABIS INDEMNIFICATION and to bind PROPERTY OWNER to the performance of its obligations hereunder.

BINDING EFFECT. This CANNABIS INDEMNIFICATION shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

SEVERABILITY. If any term, condition, or covenant of this CANNABIS INDEMNIFICATION is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this CANNABIS INDEMNIFICATION and the conditions of approval or CANNABIS BUSINESS' Commercial Cannabis Permit shall not be affected thereby and this CANNABIS INDEMNIFICATION and the conditions of approval to CANNABIS BUSINESS' Commercial Cannabis Permit shall be read and construed without the invalid, void or unenforceable provision(s).

NO THIRD-PARTY BENEFICIARIES. Unless specifically set forth, the parties to this CANNABIS INDEMNIFICATION do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

Signature of POR identified in Line III(#1) above or POR's Authorized Agent identified in Line III(#4) above: _____

Date Signed by POR identified in Line III(#1) above or POR's Authorized Agent identified in Line III(#4) above: _____

AGREED:

CITY MANAGER OR ADMINISTRATIVE SERVICES DIRECTOR/CITY TREASURER
CITY OF LAGUNA WOODS

Date Signed: _____

Case # (CITY USE ONLY): _____

**THE SIGNATURES ON THIS DOCUMENT MUST BE NOTARIZED. ATTACH
ACKNOWLEDGEMENT FORMS.**

**IF AN AUTHORIZED AGENT IS SIGNING THIS SECTION IV, A SIGNED AND
NOTARIZED LETTER FROM THE POR CONFIRMING THE AUTHORIZED AGENT HAS
AUTHORITY TO SIGN FOR THE POR IS REQUIRED. ONLY ONE LETTER PER
AUTHORIZED AGENT/PER POR IS REQUIRED PER APPLICATION.**