



City of
Laguna Woods

**CANNABIS STOREFRONT RETAILER
INDEMNIFICATION AGREEMENT –
BUSINESS**

Planning & Environmental Services Department
24264 El Toro Road, Laguna Woods, CA 92637

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I. INTRODUCTION

This Cannabis Storefront Retailer Indemnification Agreement – Business satisfies the City of Laguna Woods’ indemnification requirements for the business 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 (#1-#4 MUST MATCH “SUPPLEMENTAL INFORMATION FORM”)

- 1) Business’ Legal Name: _____
- 2) Business’ Fictitious Business Name(s) (if applicable): _____
- 3) Business’ Proposed Operating Location: _____
- 4) Business’ Mailing Address (if different than #3): _____
- 5) Business Owner’s Authorized Agent (person signing this agreement): _____
- 6) Business Owner’s Telephone Number: _____
- 7) Business Owner’s Email Address: _____

III. AGREEMENT

Leave the first three fields in this Section III blank.

This Cannabis Storefront Retailer Indemnification Agreement – Business (“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 _____ (“CANNABIS PERMITTEE”).
(BUSINESS’ LEGAL NAME – MUST MATCH LINE II(#1) ABOVE)

CITY and CANNABIS PERMITTEE 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 CANNABIS PERMITTEE 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 CANNABIS PERMITTEE’s activities of or in any way relating to CANNABIS PERMITTEE’s Commercial Cannabis Permit or by the negligent or willful acts or

omissions of CANNABIS PERMITTEE, its elected and appointed boards, officials, officers, agents, employees, subcontractors, and volunteers, committed in performing or in any way relating to CANNABIS PERMITTEE's Commercial Cannabis Permit, including without limitation, (1) the prosecution of the property owner of record for the parcel(s) where the business of the CANNABIS PERMITTEE is to be carried on, CANNABIS PERMITTEE, and/or CANNABIS PERMITTEE's 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 PERMITTEE's Commercial Cannabis Permit.

(b) CANNABIS PERMITTEE 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 CANNABIS PERMITTEE's activities of or in any way relating to CANNABIS PERMITTEE's Commercial Cannabis Permit or by the negligent or willful acts or omissions of CANNABIS PERMITTEE, its elected and appointed boards, officials, officers, agents, employees, subcontractors, and volunteers, committed in performing or in any way relating to CANNABIS PERMITTEE's Commercial Cannabis Permit, including without limitation, (1) the prosecution of the property owner of record for the parcel(s) where the business of the CANNABIS PERMITTEE is to be carried on, CANNABIS PERMITTEE, and/or CANNABIS PERMITTEE's 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 PERMITTEE's Commercial Cannabis Permit.

(c) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CANNABIS PERMITTEE has agreed to indemnify INDEMNITEES as provided in Section (b) above, CITY shall defend INDEMNITEES at CANNABIS PERMITTEE'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 PERMITTEE's Commercial Cannabis Permit. The defense funding obligation of CANNABIS PERMITTEE shall apply without any advance showing or finding of negligence or wrongdoing by CANNABIS PERMITTEE.

(d) In the event one or more persons or entities constitute the CANNABIS PERMITTEE, the indemnification, defense, and hold harmless obligations hereunder to INDEMNITEES shall be joint and several among all CANNABIS PERMITTEES. 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.

[CONTINUED ON NEXT PAGE]

Case # (CITY USE ONLY): _____

GENERAL RELEASE. CANNABIS PERMITTEE 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.

CANNABIS PERMITTEE Initials: _____

CONSULTATION WITH LEGAL COUNSEL. The person or persons executing this CANNABIS INDEMNIFICATION on behalf of CANNABIS PERMITTEE 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 CANNABIS PERMITTEE represents and warrants that he/she/they has/have the authority to so execute this CANNABIS INDEMNIFICATION and to bind CANNABIS PERMITTEE 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 to CANNABIS PERMITTEE’s Commercial Cannabis Permit shall not be affected thereby and this CANNABIS INDEMNIFICATION and the conditions of approval to CANNABIS PERMITTEE’s 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 Business identified in Line II(#1) above or Business’ Authorized Agent identified in Line II(#4) above: _____

Date Signed by Business identified in Line II(#1) above or Business’ Authorized Agent identified in Line II(#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 III, A SIGNED AND
NOTARIZED LETTER FROM THE BUSINESS OWNER CONFIRMING THE AUTHORIZED
AGENT HAS AUTHORITY TO SIGN FOR THE BUSINESS OWNER IS REQUIRED.**