



City of  
Laguna Woods

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

Planning & Environmental Services Department  
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**I. INTRODUCTION**

This Cannabis Storefront Retailer Insurance Agreement – Property Owner of Record memorializes the amounts and types of insurance that the property owner of record is required to maintain as a condition of approval of any Commercial Cannabis Permit issued for the parcel(s) where the business of the cannabis storefront retailer is to be carried on per Laguna Woods Municipal Code Section 13.26.025(c)(4)b.-c.

**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 Insurance Agreement – Property Owner of Record (“CANNABIS INSURANCE AGREEMENT”), 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) As a condition of approval of CANNABIS PERMITTEE’s Commercial Cannabis Permit, and at all times during the effectiveness of its Commercial Cannabis Permit, PROPERTY OWNER shall maintain insurance that is at least as broad as the following:

Case # (CITY USE ONLY): \_\_\_\_\_

1. General Liability:
  - If PROPERTY OWNER is not also the cannabis storefront retailer: \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate for bodily injury, personal injury, and property damage, written on Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001);
  - If PROPERTY OWNER is also the cannabis storefront retailer: \$4,000,000 per occurrence for all covered losses and no less than \$8,000,000 general aggregate for bodily injury, personal injury, and property damage, written on Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001);
2. All insurance policies must name the City of Laguna Woods, its respective elected and appointed boards, officials, officers, agents, employees, and volunteers as additionally insured;
3. Insurance coverage shall be primary insurance with respect to CITY, its respective elected and appointed boards, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its respective elected and appointed boards, officials, officers, agents, employees, and volunteers, shall apply in excess of, and not contribute with, PROPERTY OWNER's insurance;
4. Insurance coverage shall contain no special limitations on the scope of protection afforded to CITY, its respective elected and appointed boards, officials, officers, agents, employees, and volunteers; and
5. Each required insurance policy shall be endorsed and state that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits by the insurer or PROPERTY OWNER, except after 30 calendar days' prior written notice by certified mail, return receipt requested, to CITY. If an insurer is unable to provide such written notice, a letter from the insurer confirming as much shall be provided to CITY together with a notarized statement from the PROPERTY OWNER not to suspend, void, cancel, or reduce in coverage or in limits, each required insurance policy, except after 30 calendar days' prior written notice by certified mail, return receipt requested, to CITY. CITY will provide a form to use for the notarized statement.

*CONSULTATION WITH LEGAL COUNSEL.* The person or persons executing this CANNABIS INSURANCE AGREEMENT on behalf of PROPERTY OWNER has reviewed this CANNABIS INSURANCE AGREEMENT 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 INSURANCE AGREEMENT on behalf of PROPERTY OWNER represents and warrants that he/she/they has/have the authority to so execute this CANNABIS INSURANCE AGREEMENT and to bind PROPERTY OWNER to the performance of its obligations hereunder.

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

Case # (CITY USE ONLY): \_\_\_\_\_

*SEVERABILITY.* If any term, condition, or covenant of this CANNABIS INSURANCE AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this CANNABIS INSURANCE AGREEMENT and the conditions of approval to CANNABIS PERMITTEE’s Commercial Cannabis Permit shall not be affected thereby and this CANNABIS INSURANCE AGREEMENT 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 INSURANCE AGREEMENT 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: \_\_\_\_\_

**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.**