

DEPARTMENT OF CANNABIS REGULATION INDEMNIFICATION AGREEMENT

WHEREAS, _____ (Applicant) applied to the Department of Cannabis Regulation (DCR) for a License or Temporary Approval to conduct:

- | | |
|--|--|
| <input type="checkbox"/> Retailer Activity | <input type="checkbox"/> Indoor Cultivation Activity |
| <input type="checkbox"/> Microbusiness Activity | <input type="checkbox"/> Manufacture Activity |
| <input type="checkbox"/> Retailer Delivery Only Activity | <input type="checkbox"/> Distributor Activity |
| <input type="checkbox"/> Testing Activity | <input type="checkbox"/> Other Activity |

WHEREAS, Regulation No. 3(6) of the Rules and Regulations for Cannabis Procedures requires an Applicant to indemnify the City of Los Angeles (City).

WHEREAS, an Applicant for Temporary Approval pursuant to Los Angeles Municipal Code section 104.08 shall agree to indemnify City from any potential liability.

NOW, THEREFORE, it is agreed as follows:

In consideration of the granting of a License or Temporary Approval at the Business Premises located at _____, except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Applicant shall defend, indemnify and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, City fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Applicant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Applicant, its boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

SIGNATURE OF APPLICANT OR DULY-AUTHORIZED AGENT

Date: _____

Print Name: _____

Title: _____

Business Entity/DBA: _____

Business Tax Registration Certificate (BTRC) No(s): _____

Business Premises Address: _____