



LIC-4005-FORM

Instructions: Please submit a notarized signature on the form below.

Applicant Entity Name: _____

Business Premises Location: _____

License or Application No.: _____

Pursuant to Regulation No. 3 of the Rules and Regulations for Cannabis Procedures, _____ (Applicant Entity Name) agrees to indemnify the City of Los Angeles (City) from any liability as follows:

Applicant shall defend, indemnify and hold harmless the 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 court costs, attorney fees, and costs of experts and consultants), and payment of any judgments, awards, or settlement obligations (including an award of attorney's fees), for damages or liability of any nature whatsoever arising in any manner by reason of, or relating to:

1. an act, error, or omission by Applicant, its boards, officers, agents, employees, assigns, consultants, subcontractors, and/or successors; and
2. the City's processing of an application or issuance of Temporary Approval or a License, including, but not limited to, an action to challenge, void, revoke or otherwise modify the Temporary Approval or License, the associated environmental (CEQA) review, or to claim personal property damage or any constitutional claim stemming from the processing or approval of the Temporary Approval or License.

Applicant shall deposit with the City funds to pay for litigation costs within 10 days' notice of the City tendering defense to the Applicant. The initial and subsequent deposits shall be in an amount set by the City Attorney's Office based on the nature and scope of action. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City. The City shall have the sole right to choose its counsel, including the City Attorney's Office or outside counsel.

In the event the Applicant fails to comply with this agreement, in whole or in part, the City may withdraw its defense of the action, revoke or modify its approval of the Temporary Approval and/or License, or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including, but not limited to, its inherent right to abandon or settle litigation. The rights and remedies of the City provided in this agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

The undersigned below declares that he or she has read this agreement and understands and knows the contents thereof, and represents and warrants that the person executing this agreement has the full right, power, legal capacity, and authority to do so, perform the obligations hereunder, and bind the Applicant Entity identified herein, and all of its successors, heirs, assigns, principals,

members, agents, employees, consultants, representatives, attorneys, bonding companies, and insurers to the terms hereunder.

The undersigned below also declares that prior to the execution of this agreement, he or she has had the opportunity to consult with an attorney so that he or she may intelligently exercise his or her own judgment in deciding whether to execute this agreement on behalf of the Applicant Entity. The undersigned below further agrees that this agreement shall not be construed against any City because that City or its representatives drafted the agreement or any portion of it.

This agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of California, and the exclusive venue for any action arising out of the breach of interpretation of this agreement or other documents delivered pursuant to any provision thereof shall be the Superior Court of the State of California for the County of Los Angeles.

This agreement constitutes the entire understanding between and among the Applicant Entity and the City. Each party acknowledges that no party, agent, or representative of the other party has made any promise, representation, or warranty, express or implied, not expressly contained in this agreement that induced the other party to sign this document. Both parties also agree that this agreement shall not be amended or modified, except in a writing that is signed and dated by each of them.

The undersigned below further agrees that no waiver of a breach of any provision of this agreement by the City shall constitute a waiver of any preceding or succeeding breach of the same or of any other provision hereof.

By signing below I declare under penalty of perjury that I am the majority owner and/or I am authorized to make this agreement on behalf of the Applicant Entity identified above.

Owner's Signature _____
Date

(Print Name)

(Title/Office/Relation to Applicant Entity)

NOTARY ACKNOWLEDGMENT

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.

On _____ before me, _____ (insert name and title of the officer) personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

