



Planning & Development Department
 909 W. Visalia Rd
 Farmersville, CA 93223
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CANNABIS DELIVERY SERVICES PERMIT APPLICATION

NEW APPLICATION RENEWAL UPDATE: ALL UPDATES MUST BE SUBMITTED WITHIN 15 DAYS OF THE CHANGE.

PLEASE COMPLETE ALL APPLICABLE FIELDS ON THIS FORM – ALL APPLICANTS/OWNERS/DRIVERS MUST BE AT LEAST 21 YEARS OF AGE

| | | | | | |
|---|---|--|---|--|---------------------------------|
| APPLICANT NAME (NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL) | | | | START DATE IN FARMERSVILLE | |
| BUSINESS NAME (DBA) | | | | FEDERAL TAX ID # | |
| BUSINESS ADDRESS (PHYSICAL ADDRESS REQUIRED) | | | | | |
| MAILING ADDRESS (IF DIFFERENT FROM BUSINESS ADDRESS) | | | | | |
| BUSINESS PHONE # | | BUSINESS FAX # | | BUSINESS EMAIL | |
| OWNERSHIP TYPE: | <input type="checkbox"/> SOLE OWNER | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY CO | <input type="checkbox"/> CORPORATION / STATE | <input type="checkbox"/> EXEMPT |
| STATE COMMERCIAL CANNABIS LICENSE #: | | | | | |
| BUSINESS CATEGORY: | <input type="checkbox"/> RETAIL (CANNABIS DELIVERY) | | <input type="checkbox"/> OTHER (Please describe) | | |
| LICENSE TYPE DESIGNATION: | <input type="checkbox"/> ADULT-USE | <input type="checkbox"/> MEDICINAL-USE | <input type="checkbox"/> BOTH (ADULT-USE & MEDICINAL) | | |
| SELLERS PERMIT # OR RESALE CERTIFICATE # | | | # EMPLOYEES | | # VEHICLES |
| 1) OWNER / OFFICER NAME | | | | CONTACT PHONE # | |
| 2) OWNER / OFFICER NAME | | | | CONTACT PHONE # | |
| 3) OWNER / OFFICER NAME | | | | CONTACT PHONE # | |
| PRIMARY MANAGER'S NAME | | | | TITLE | |
| ADDRESS | | | CITY | STATE | ZIP CODE |
| PHONE # | | CONTACT PHONE # | | DRIVER'S LICENSE OR ID/STATE # | DATE OF BIRTH |
| ADDITIONAL MANAGER NAME | | | | TITLE | |
| ADDRESS | | | CITY | STATE | ZIP CODE |
| PHONE # | | CONTACT PHONE # | | DRIVER'S LICENSE OR ID/STATE # | DATE OF BIRTH |
| ADDITIONAL MANAGER NAME | | | | TITLE | |
| ADDRESS | | | CITY | STATE | ZIP CODE |
| PHONE # | | CONTACT PHONE # | | DRIVER'S LICENSE OR ID/STATE # | DATE OF BIRTH |
| LIST ADDITIONAL OWNERS' AND/OR MANAGERS' INFORMATION ON A SEPARATE SHEET IF APPLICABLE | | | | | |

Your Cannabis Delivery Service Permit will be issued under the provisions of F.M.C Chapter 5.30. You are cautioned that this Permit does not permit operation of a business in violation of F.M.C Chapter 5.30 or other provisions of the Farmersville Municipal Code without obtaining a license.

I declare under penalty of perjury that, to the best of my knowledge and belief, the statements made herein are correct and true and that the information is subject to verification. I understand that acceptance of payment by the City does not constitute approval of the Cannabis Delivery Service Permit; authorization to conduct cannabis deliveries is not granted until issuance of the permit.

APPLICANT SIGNATURE: _____ DATE: _____

| VEHICLE(S) INFORMATION | | | | | |
|---|-------|------|-------|---------------|-----------------|
| MAKE | MODEL | YEAR | COLOR | VEHICLE VIN # | LICENSE PLATE # |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| LIST ADDITIONAL VEHICLE(S) INFORMATION ON ATTACHED SHEET IF APPLICABLE. | | | | | |

| DRIVER'S INFORMATION | | |
|---|--------------------|-----------------|
| NAME OF EACH DELIVERY DRIVER WHO IS A W-2 EMPLOYEE FOR YOUR COMPANY | DRIVER'S LICENSE # | CONTACT PHONE # |
| | | |
| | | |
| | | |
| | | |
| LIST ADDITIONAL DRIVER'S INFORMATION ON ATTACHED SHEET IF APPLICABLE. | | |

| INSURANCE AND INDEMNIFICATION AGREEMENT |
|--|
| <p>Insurance Requirements: Permittee shall procure and maintain in full force and affect all of the insurance required by "Attachment A".</p> |
| <p>Indemnification: Permittee shall execute the indemnification agreement in "Attachment B".</p> |

RESPONSIBILITY ACKNOWLEDGEMENT

I certify under penalty of perjury that the information contained in this application is true and correct; that I shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of Farmersville, whether committed by the permittee or any employee or agent of the permittee, which violations occur in the course of conducting cannabis delivery services whether or not said violations occur within my presence; that failure to comply with F.M.C. Chapter 5.30 may result in the suspension or revocation of the City-issued Cannabis Delivery Services Permit; and hereby authorize the City of Farmersville, its officers, agents and employees, to conduct an investigation into the truth of the statements set forth in the application and to ensure continual compliance with all applicable provisions of law.

APPLICANT SIGNATURE: _____ DATE: _____

| FOR OFFICE USE ONLY | |
|--|--|
| <input type="checkbox"/> APPROVED <input type="checkbox"/> INCOMPLETE DATE: | |
| <input type="checkbox"/> INDEMNIFICATION AGREEMENT SIGNED | <input type="checkbox"/> AUTOMOBILE INSURANCE APPROVED |
| <input type="checkbox"/> COPY OF VALID STATE LICENSE FOR RETAIL SALE, INCLUDING DELIVERY | <input type="checkbox"/> OUTSIDE CITY / WITHIN COUNTY |
| <input type="checkbox"/> EVIDENCE OF STATE'S SELLERS PERMIT | <input type="checkbox"/> APPLICABLE FEES |
| <input type="checkbox"/> PROOF OF OWNERSHIP OR LEASE OF ALL VEHICLES | <input type="checkbox"/> DRIVER LICENSE VERIFICATION |
| <input type="checkbox"/> AUTOMOBILE INSURANCE SUBMITTED | <input type="checkbox"/> EDUCATIONAL MATERIALS PROVIDED WITH LINK TO ORDINANCE |

Attachment A

Insurance Requirements for Cannabis Delivery Drivers

Prior to Permit approval, Applicant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document. Applicant shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance and any required endorsements evidencing all of the coverages required. Applicant agrees to comply with the following additional requirements with respect to the insurance:

1. Commercial Auto Liability Insurance covering bodily injury and property damage for owned, hired and non-owned vehicles on a per occurrence basis as follows:
\$1 million per occurrence and \$2 million annual aggregate policy limits.

If the Applicant is unable to secure Commercial Auto Liability policy, a personal auto policy is acceptable as long as the other requirements listed below are met and the personal auto liability policy is endorsed to cover the activities of a cannabis delivery driver. This endorsement must be submitted with the Certificate of Insurance and other documents listed below. Personal Auto Liability policy limits must be **\$1 million for bodily injury per person, \$2 million per accident and \$1 million per accident property damage.**

2. Insurance Policies must be issued by an insurance company licensed to do business in the State of California with an *AM Best* rating of not less than A:VII.

3. Each insurance policy required above shall provide that coverage shall not be canceled except with 30 days' notice to the City.

4. The Description section of the Certificate must include the following language:

All Liability policies are primary and Non-Contributory. Waiver of Subrogation applies to the Worker's Compensation policy. 30-day notice of cancellation will be provided to the Certificate Holder.

5. Applicant will provide proof that policies of insurance required herein expiring during the term of the Permit have been renewed or replaced with other policies providing at least the same coverage. Such proof will be submitted to the City within 10 days of renewal.

6. In the event of any loss that is not insured due to the failure of Applicant to comply with these requirements, Applicant will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.

Attachment B

CANNABIS DELIVERY SERVICE INDEMNIFICATION AGREEMENT

Cannabis Delivery Service Permittee, _____, (“Permittee”), agrees, as an express condition of CITY’s issuing the Cannabis Delivery Services Permit requested by Permittee and as a separate independent covenant from the requirement to provide the insurance coverage of the type, form, and with the limits set forth in Attachment A of the Cannabis Delivery Services Permit Application, incorporated herein by this reference, that Permittee shall indemnify, defend (at CITY’s request and with counsel satisfactory to CITY), and hold CITY harmless from and against any claim, action, losses, damages, costs (including without limitations, attorney’s fees), injuries, or liability, arising out of or relating to, CITY’s issuance of the Cannabis Delivery Service Permit, CITY’s decision regarding the operation of the cannabis delivery service or activity, the process employed by CITY in making its decision, or the alleged or actual violation of any federal, state, or local laws by Permittee or any of its officers, employees, agents, vendors, and contractors, whether or not caused in part by CITY. For purposes of this Agreement, “CITY” includes the City of Farmersville, its officers, officials, employees, agents, representatives, and certified volunteers.

PERMITTEE ACKNOWLEDGMENT

I, _____, the authorized representative for Permittee, do hereby acknowledge that I have read the terms and conditions of this Indemnification Agreement; that the terms and conditions are acceptable; that I have the legal authority to bind Permittee to the terms hereof; and that Permittee agrees to abide by, comply with, and accept full and complete responsibility therefore.

Authorized Representative: _____
Signature Date

Printed Name Title

