



City of Mt. Shasta
305 N Mt. Shasta Blvd.
Mt. Shasta, CA 96067
(530) 926-7510
mtshastaca.gov



Cannabis Industry and Retail Application

The City of Mt. Shasta Planning Department has created this application to obtain information about your proposed cannabis industry operation. Please complete all sections, providing as much detail as possible regarding your proposal. Failure to provide complete information may result in your application being delayed or denied.

TO BE COMPLETED BY STAFF

- ☐ Application Fee Paid: \$90.00
- ☐ Qualified Application: _____
- ☐ Complete Inspection: _____
- ☐ License Issued: _____

Time & Date Received Stamp

Applicant Information

Contact Name: _____
Business Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Contact Phone: _____ Ext: _____
Email Address: _____

Site Information

Project Address/Location: _____
Zoning: _____
Property Owner Name: _____
Property Owner Address: _____
City: _____ State: _____ Zip Code: _____
Property Owner Phone: _____ Ext. _____
Email Address: _____

Required Paperwork

The following information should be attached to the application:

- ☐ A copy of Board of Equalization Seller's Permit
- ☐ All Employee Live Scan Information
- ☐ Proof of Address (DMV issued ID or driver's license, and/or recent utility bill under Applicant Name)
- ☐ Proof of General Liability Policy
- ☐ A list of types and numbers of licenses already received by the Applicant from the California Bureau of Cannabis Relation including date of license was obtained and the licensing authority that issues the license.
- ☐ A copy of all documents filed with the California Secretary of State including but not limited to: business formation documents. If Applicant is a foreign corporation, a certificate of qualification issued by the California Secretary of State pursuant to Section 2105 of Corporations Code.
- ☐ Mt. Shasta Business license application. Do not include payment until you receive approval.
- ☐ A copy of a lease or contract agreement is the Applicant is not the property owner
- ☐ Proof of possession of the premises (deed, title report, etc.)
- ☐ MSDS sheet for all fertilizers, pesticides, fungicides, herbicides, chemicals, and cleaners that will be stored and used on the premise
- ☐ City of Mt. Shasta Building Permit Application for physical changes to the premise that would require a permit

Cannabis License Type

Please indicated what type of Cannabis License you are applying for. Only one type of license is allowed per application.

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Retail | <input type="checkbox"/> Transporter |
| <input type="checkbox"/> Cultivator | <input type="checkbox"/> Nonvolatile Product Manufacturing |
| <input type="checkbox"/> Nursery | <input type="checkbox"/> Food Based Product Manufacturing |
| <input type="checkbox"/> Distribution | <input type="checkbox"/> Testing Facility |

Chemical and Material Information

Provide all Material Safety Data Sheets (MSDS) for all fertilizers, pesticides, fungicides, herbicides, chemicals, and cleaners that will be stored and used on the premise.

Site Plan

Provide a minimum 11" x 17" plain white paper with hard line drawings. Hand written site plans will **not** be accepted, submit a scaled premises diagram showing the boundaries of the property and proposed premises with all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and common or shared entryways. The diagram shall show the areas in which all commercial cannabis activities will take place and areas that are restricted to the general public (Retail Only). If the proposed premise consists of only a portion of the property, the diagram shall be labeled indicating which part of the property is the proposed premises and what the remaining property is used for.

The plan shall include the following:

- ☐ Canopy area(s) which shall contain all mater plants on the premises (Cultivator Only)
- ☐ Propagation area(s) which shall contain only immature plants (Nursery and Cultivators)
- ☐ Designated chemical storage area(s)
- ☐ Designated holding area for cannabis designated for destruction
- ☐ Designated processing area(s) if licensee will process on-site
- ☐ Designated packaging area(s) if licensee will process on-site
- ☐ Designated composting area if licensee will compost plant waste on-site
- ☐ Designated parking spaces
- ☐ Designated refuse areas
- ☐ Designated area(s) for cannabis storage
- ☐ Location, type, and capacity of each water storage and waste receptacle to be used for cannabis activities
- ☐ Photographs of the exterior of the building including the entrance(s), exit(s), street frontage(s), signage, and parking area

Additional, information may be requested post submission due to project specific circumstance.

Physical Changes to the Premise

Please list all potential physical changes that may be made to the premise to facilitate your operation.

Operations and Security Plan
Please attach additional materials to this application.

Applicant practices for transfer of cannabis and cannabis products from premises

Estimated Number of Employees. Please indicate if these employees are permanent or seasonal:

Description of site video surveillance system including camera placement and practices for maintenance of video surveillance equipment.

How will the Applicant ensure that all access points to the premises will be secured including the use of security personnel, if applicable.

A description of the Applicant security alarm system.

A description of how inventory will be stored

A description of the operating hours of the facility, including when only employees may be on premises.

A description of how any records, reports, manifests, and any other documents will be stored.

A description of the Track and Trace system the Applicant will employ.

Method(s) that will be used to dispose of unused cannabis or unused cannabis by-products.

Submit a copy of employee training manual and operating practices.

Property Owner Authorization

I, _____, authorize the Cannabis Industry activity entitled _____
_____, to use this property as a Cannabis Industry facility and/or Cannabis Retail facility, as
those terms defined in the City of Mt. Shasta, should this facility obtain the appropriate Cannabis Industry and/or
Retail License. I further understand that I am responsible for, and also subject to, enforcement actions regarding
any violations and/or nuisance activity which may occur at this property.

Legal Property Owner(s): _____ Date: _____
Name (Please Print) Title: _____

Signature

Legal Property Owner(s): _____ Date: _____
Name (Please Print) Title: _____

Signature

Legal Building Owner: _____ Date: _____
(If Applicable) Name (Please Print) Title: _____

Signature

Property Manager: _____ Date: _____
(If Applicable) Name (Please Print) Title: _____

Signature

Applicant Certification

Under penalty of perjury, I hereby declare that the information contained within and attached to this application is complete, true, and accurate. I understand that a misrepresentation of fact is cause for rejection of this application, denial of the license, or revocation of a license issued. By submitting this application, I certify that I have read and understand the requirements of the application process and that I may be disqualified for failure to meet the requirements of state law or City ordinance, or for incomplete, late, or inaccurate applications/ attachments, and that all fees paid in connection with this application are non-refundable.

Signature of Applicant

Date: _____

Indemnity Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, _____, between the City of Mt. Shasta, a municipal corporation existing under the Constitution of the State of California ("City"). and _____, ("Applicant").

WHEREAS, Applicant has applied to the City for a Cannabis Industry and/or Cannabis Retail License, as further described: _____ hereinafter known as the "Project".

WHEREAS, Applicant has requested City to accept the application for the Project and to review, consider, and approve the Project and to conduct environmental review and to make findings as required by the California Environmental Quality Act ("CEQA"); and

WHEREAS, the parties agree that it is in the best interest of Applicant and City to indemnify and hold harmless City from any and all damage, liability or loss or claim of damage, liability or loss connected with or arising out of the approval of the Project or any action taken or decision made by City approving the Project, supplementing the Project, placing conditions on the Project and any decision, determination, of finding made concerning CEQA;

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions discussed below, the parties mutually agree as follows:

1. Applicant, and each of them, shall defend, indemnify, and hold harmless City and its officers, agents, and employees from any claim, action, or proceeding hereinafter collectively known as "Action" against City, its officers, agents, and employees to attack, set aside, void, annul, modify, or in any way challenge any decisions, findings, determinations, or approval made by City resulting from their involvement in the Project, including any claim for private Attorney General fees claimed by or awarded to any party from the City as a result of any challenge to the Project or any action or challenge resulting from use, operation, or maintenance of the Project.

2. Applicant shall reimburse City for any costs, including but not limited to attorney's fees, consultants costs, and litigation expenses incurred by City in defense of any action.

3. Applicant shall indemnify and hold harmless City from any award against the City for attorney's fees, costs, or damages arising out of or related to the City's approval of the Project or Applicant's operation or maintenance of the Project.

INDEMNITY AGREEMENT CONTINUED

4. Applicant agrees to abide by all state and City regulations pertaining to Cannabis Industry and/or Cannabis Retail and holds City harmless in the enforcement of regulations set out in City ordinance.

5. City shall promptly notify Applicant of any action and shall provide reasonable cooperation with Applicant in fulfillment of Applicant's obligations and responsibilities set forth herein.

6. City, at its sole discretion, may elect to participate independently in the defense of any such action and Applicant will continue to be responsible to reimburse City's expenses. In that case, City shall make independent decisions concerning a defense of its actions and shall make good faith efforts of keeping expenses and costs associated with the defense reasonable. City will, nevertheless, cooperate with Applicant and Applicant shall cooperate with City.

7. If the City enters into a settlement agreement, Applicant shall not be required to pay or perform any settlement unless the settlement is approved by Applicant, which approval shall not be unreasonably withheld.

8. Applicant shall, before hiring counsel to defend any action, consult with City concerning the qualifications and experience of any counsel to be retained. The City will have the right to approve the attorney hired. The approval shall not be unreasonably withheld.

9. All notices under this Agreement shall be sent by certified or registered mail addressed as follows:

To Applicant: _____

To City : City of Mt. Shasta
 305 N Mt. Shasta Blvd.
 Mt. Shasta, CA 96067

INDEMNITY AGREEMENT CONTINUED

10. This Agreement represents a full and complete understanding between the parties regarding the matters discussed herein.

IN WITNESS WHEREOF the parties hereto this Agreement to be executed on the date set forth below.

Dated: _____

CITY OF MT. SHASTA

Dated: _____

APPLICANT