



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



### Cannabis Delivery Registration

The City of Mt. Shasta Planning Department has created this application to obtain information about your medical cannabis delivery operation.

The City of Mt. Shasta has created regulations allowing Cannabis Retail establishments to deliver medical cannabis and medical cannabis products to state qualified patients in the City Limits. All drivers and vehicles used to deliver medical cannabis must registered with the City of Mt. Shasta.

**TO BE COMPLETED BY STAFF**

Registration Fee Paid: \$70.00

Tag Issued: \_\_\_\_\_

Time & Date Received Stamp

### Applicant Information

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Cannabis Retail Establishment: \_\_\_\_\_

### Vehicle Information

Year:                      Make:                      Model:                      Color:

### Required Documentation

Copy of Driver's License

# 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

**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

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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 Cannabis Delivery operations, as further described as a permit to deliver medical cannabis and medical cannabis products to private residents in City Limits for medical purposes, hereinafter known as the “Project”.

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 or determination.

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.

4. Applicant agrees to abide by all state and City regulations pertaining to Personal Cannabis Gardens and holds City harmless in the enforcement of regulations set out in City ordinance.

INDEMNITY AGREEMENT CONTINUED

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**