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

Personal Garden Tag

The City of Mt. Shasta Planning Department has created this application to obtain information about your Personal Cannabis Garden.

The City of Mt. Shasta has created regulations allowing residents in residential zones to grow personal cannabis gardens (Mt. Shasta Municipal Code 18.91.050). A personal garden is defined as "Not more than six living plants may be planted, cultivated, harvested, dried, or processed … upon the grounds of that private residence, at one time" (Section 11362.2 of the California Health and Safety Code). All individuals interested in growing a personal garden outdoors on their property must obtain a Personal Garden Tag prior to planting and follow all City and State regulations.

TO BE COMPLETED BY STAFF

☐ Application Fee Paid: $20.00 Annually

☐ Tag Issued:_____

Time & Date Received Stamp

Applicant Information

Contact Name:_____

Address: _____

City:_____ State:_____ Zip Code:_____

Contact Phone:_____ Ext:_____

Email Address: _____

Zoning: _____

Required Attachments:

☐ Site Plan of yard illustrating placement of garden and compliance with Personal Garden required setbacks

Property Owner Authorization

I, _____ authorize the personal cultivation of cannabis entitled PROJECT, on this property should this PROJECT obtain the appropriate personal tag permit. I further understand that I am responsible for and subject to, enforcement actions and any violations and/or nuisance activity which may occur at this property. As stated in **SECTION 18.91.080 MSMC Penalties and Enforcement,** violations of this chapter shall constitute an infraction and shall follow code enforcement procedures and penalties set forth in **CHAPTER 1.03 MSMC**. All personal garden tag permit holders are subject to site inspections by Code Enforcement during the valid date of permit. (1) Violation for cultivating more than six (6) living plants in any stage of maturity upon the grounds of a private residence will result in an administrative fine of $500.00 per plant. Any cannabis cultivation in violation of this chapter is considered a public nuisance and is subject to nuisance abatement pursuant to **CHAPTER 6 HEALTH and SANITATION of the MSMC**. Any Cannabis cultivation violation of this chapter is also subject to the **California Uniform Controlled Substance Act (Division 10 of the California Health and Safety Code, including the provisions of CHAPTER 8 (commencing with SECTION 11469) relating to the seizure, forfeiture, and destruction of 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 met 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 Personal Garden Tag, as further described as a permit to legally grow no more than 6 cannabis plants in an outdoor garden, 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.

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

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