

DELIVERY OF CANNABIS IN VISTA APPLICATION FORM

(See Instructions for Additional Information)

Full Legal Name of the Cannabis Business proposed to deliver in Vista: _____

State Cannabis License Number: _____

Premises Location City/County Business License Number: _____

Secretary of State Entity Number: _____

DBA (if applicable): _____

Mailing Address: _____ City/State: _____ Zip: _____

Telephone: _____ Email: _____

Contact Name: _____

Location of Single Cannabis Retail Facility From Which Cannabis Deliveries Will Originate:

Address: _____ City/State: _____ Zip: _____

Signatures

I commit to provide periodic reports and documentation in such manner and at such times as set by City Manager regulations on the following: (1) changes and updates with respect to the cannabis delivery drivers employed by the delivery service; (2) changes and updates with respect to the delivery vehicles used by the cannabis delivery service; (3) documentation regarding the presence of sufficient parking spaces for those vehicles (businesses within the City of Vista only); (4) documentation relating to the maintenance of insurance required by this chapter; and (5) other documentation or information useful in assuring that the cannabis delivery service is complying with the Vista Municipal Code and regulations issued thereunder.

I declare under penalty of perjury that the foregoing is true, accurate and complete, and that all documents supplied in connection with this application are true, accurate and complete. I realize that this application will be evaluated based on the data I am submitting.

Name of Person Signing Application (Print): _____

Signature of Applicant: _____ Date: _____

Title of Person Signing: _____

(Must be President, Chief Executive Officer, or Chair of the Board)

Inside This Form

1. Cannabis Delivery Application Form
2. Cannabis Delivery Required Documents

DELIVERY OF CANNABIS REQUIRED DOCUMENTS

PROVIDE THE FOLLOWING PAYMENT AND REQUIRED DOCUMENTS

REQUIRED PAYMENT

- _____ Application filing fee (Recommended fee; pending City Council approval on January 28, 2020)
\$978 (Cashier's check only)

REQUIRED DOCUMENTS

- _____ 1. Evidence that the cannabis delivery service holds a valid and current State of California Type 9 or a Type 10 license for the cannabis retail facility and a local license.
- _____ 2. Evidence that the cannabis delivery service, if located within the City, is included on the current registration list maintained by the City pursuant to chapter 5.94.
- _____ 3. A list of all vehicles to be used for cannabis deliveries in the City of Vista, with the following information: (1) year, make and model, color and vehicle information number of vehicle; (2) license plate number for vehicle; (3) confirmation that the vehicle is equipped with an alarm system.
- _____ 4. Evidence of automobile liability insurance, covering each delivery vehicle utilized, from an insurance company admitted by the Insurance Commissioner of the State of California to transact the business of insurance in the state which shall be for a combined single limit for bodily injury and property damage liability of not less than one million dollars (\$1,000,000) that meets the requirements of Exhibit A of the signed indemnity agreement.
- _____ 5. Evidence of Commercial General Liability, from an insurance company admitted by the Insurance Commissioner of the State of California to transact the business of insurance in the state, on an "occurrence" basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than two million dollars (\$2,000,000) per occurrence that meets the requirements of Exhibit A of the signed indemnity agreement.
- _____ 6. If the applicant will operate from a location within the City of Vista, evidence that the premises of the Vista-based delivery service has at least one on-site space reserved for each delivery vehicle, or has provided equivalent arrangements for the parking of those vehicles that satisfies the licensing officer in the officer's sole discretion.
- _____ 7. An initial list of all individuals whom the cannabis delivery service authorizes to serve as delivery drivers upon obtaining a cannabis delivery driver work permit pursuant to section 5.96.080.
- _____ 8. Signed indemnity agreement, with each page initialed (including Exhibit A): notarization required.

SUBMIT APPLICATION, PAYMENT AND DOCUMENTATION TO:

City Clerk's Office
200 Civic Center Drive
Vista, CA 92084

CANNABIS DELIVERY LICENSE INDEMNITY AGREEMENT

THIS CANNABIS DELIVERY LICENSE INDEMNITY AGREEMENT is made and entered into as of _____ (“Agreement Date”), by and between the **CITY OF VISTA**, a chartered municipal corporation (“City”), and _____ (“Licensee”).
(Legal business name and status)

City and Licensee are sometimes individually referred to as a “Party” and collectively as “Parties.”

RECITALS

A. Licensee desires to obtain a license to deliver adult-use cannabis within the city limits of City.

B. Vista Municipal Code section 5.96.050.J requires the Licensee to enter into an indemnity agreement and agree to defend and indemnify City and other against certain legal challenges and actions.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Licensee agree as follows:

AGREEMENT

1. Indemnification Associated with License. Licensee agrees to indemnify, defend, and hold harmless (at its sole cost and expense), City and its officers, officials, employees, volunteers and agents (“Indemnified Parties”) from and against each and every claim, loss, injury, damage, cost, fee, action, proceeding, including legal fees and costs, judgment, award or liability of any nature (individually and collectively, “Liability”) arising from any challenge to the issuance of this license to the Licensee, including any decisions to renew or extend this license, whether arising directly or indirectly from any act or failure to act by Indemnified Parties. Licensee’s duties under this subsection are solely subject to and conditioned upon the Indemnified Parties’ written request to Licensee to indemnify the Indemnified Parties. Licensee shall provide defense reasonably acceptable to the City, as reasonably determined by the City Attorney, within five business days of notice from the City of a Liability. Licensee shall deposit the expected costs of defense, as reasonably determined by the City Attorney, with the City within five business days of such direction, if any.

2. Indemnification Associated with Operations. Licensee shall indemnify, defend, and hold harmless the Indemnified Parties against any and all Liability arising out of or in connection with Licensee’s operations and conduct under this License, including conduct by Licensee’s drivers, except: (1) Liability caused by City's sole negligence or willful misconduct; or (2) for Liability caused by City's active negligence, in which case the indemnity received by City shall be reduced by the amount: (a) that City's active negligence contributed to the Liability on a comparative basis; or (b) such other amount as may be required by law. This obligation is effective without reference to the existence or applicability of any insurance coverages which may have been required under this License or any additional insured endorsements which may extend to Indemnified Parties. Licensee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnified

Parties while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Licensee regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

3. Counsel. All defense obligations under this Agreement shall be made using legal counsel reasonably selected and employed by City.

4. Interpretation. Without in any way limiting the provisions of sections 1 and 2 above, the Parties agree that these sections shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the date of this Agreement. Licensee's indemnity obligations set forth in these subsections shall survive the termination or expiration of any license issued or renewed in connection with this Agreement for a period of five years.

5. Insurance. Licensee shall comply with the insurance provisions set forth in Exhibit A.

6. This Agreement contains all of the agreements of the Parties hereto with respect to the matters herein, and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, waived, amended or added to except by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Agreement Date.

"City"

"Licensee"

THE CITY OF VISTA, a chartered municipal corporation

(Legal business name and status)

By: _____
PATRICK JOHNSON, CITY MANAGER

By: _____

ATTEST:
KATHY VALDEZ, CITY CLERK

Name & Title

By: _____

By: _____

APPROVED AS TO FORM:
DAROLD PIEPER, CITY ATTORNEY

Name & Title

By: _____

When signing as Corporation necessary signatures are
President OR Vice President AND Secretary OR
Assistant Secretary.)

RISK MANAGEMENT REVIEW:
DOLORES GASCON, RISK MANAGER

*NOTE: A CALIFORNIA ALL PURPOSE NOTARY
ACKNOWLEDGMENT MUST BE ATTACHED FOR ALL
SIGNATURES ABOVE*

By: _____

APPROVED
Darold Pieper
20200213110326

**EXHIBIT A
INSURANCE REQUIREMENTS**

Licensee shall procure and maintain for the duration of the License Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Work Office Form CG 00 01 covering CGL on an “occurrence” basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Work Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

If the Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, volunteers and agents are to be covered as additional insureds** on the CGL policy and automobile liability policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Licensee. General liability coverage can be provided in the form of an endorsement to the Licensee’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used), unless otherwise approved in advance by City.
2. For any claims related to this Project, the **Licensee’s insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Licensee’s insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Licensee hereby agrees to waive rights of subrogation which any insurer of Licensee may acquire from Licensee by virtue of the payment of any loss. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Verification of Coverage

Licensee shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this License Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.