



LIC-4005-FORM

Applicant Entity Name: _____

Business Premises Location: _____

DCR Record No.: _____

Instructions: This is an indemnification agreement between the Applicant Entity and the City of Los Angeles. Please submit a notarized signature(s) as noted below.

Pursuant to the Los Angeles Municipal Code the Rules and Regulations for Cannabis Procedures, _____ (*Applicant Entity Name*) agrees to indemnify the City of Los Angeles (City) from any liability as follows:

Applicant Entity shall defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits, causes of action, claims, losses, demands and expenses, including, but not limited to, City fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including, but not limited to, court costs, attorney fees, and costs of experts and consultants), and payment of any judgments, awards, or settlement obligations (including an award of attorney's fees), for damages or liability of any nature whatsoever arising in any manner by reason of, or relating to:

1. An act, error, or omission by Applicant, its boards, officers, agents, employees, assigns, consultants, subcontractors, and/or successors; or
2. The City's processing of an application or issuance of Temporary Approval, Annual License, or Operating Permit, including, but not limited to, an action to challenge, void, revoke or otherwise modify the Temporary Approval, Annual License, or Operating Permit, the associated environmental (CEQA) review, or to claim personal property damage or any constitutional claim arising from or relating to the processing or approval of the Temporary Approval, Annual License, or Operating Permit.

Applicant Entity shall deposit with the City funds to pay for litigation costs within 10 days' notice of the City tendering defense to the Applicant. The initial and subsequent deposits shall be in an amount set by the City Attorney's Office based on the nature and scope of action. The City's failure to notice or collect the deposit does not relieve the Applicant Entity from responsibility to reimburse the City. The City shall have the sole right to choose its counsel, including the City Attorney's Office or outside counsel.

In the event the Applicant Entity fails to comply with this agreement, in whole or in part, the City may withdraw its defense of the action, revoke or modify its approval of the Temporary Approval, Annual License, and/or Operating Permit or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including, but not limited to, its inherent right to abandon or settle litigation. The rights and remedies of the City provided in this agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability, and upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities

The undersigned below declares that he or she has read this agreement and understands and knows the contents thereof, and represents and warrants that the person executing this agreement has the full right, power, legal capacity, and authority to do so, perform the obligations hereunder, and bind the Applicant Entity identified herein, and all of its successors, heirs, assigns, principals, members, agents, employees, consultants, representatives, attorneys, bonding companies, and insurers to the terms hereunder.

The undersigned below also declares that prior to the execution of this agreement, he or she has had the opportunity to consult with an attorney so that he or she may intelligently exercise his or her own judgment in deciding whether to execute this agreement on behalf of the Applicant Entity. The undersigned below further agrees that this agreement shall not be construed against any City because the City or its representatives drafted the agreement or any portion of it.

This agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of California, and the exclusive venue for any action arising out of the breach of interpretation of this agreement or other documents delivered pursuant to any provision thereof shall be the Superior Court of the State of California for the County of Los Angeles.

This agreement constitutes the entire understanding between and among the Applicant Entity and the City. Each party acknowledges that no party, agent, or representative of the other party has made any promise, representation, or warranty, express or implied, not expressly contained in this agreement that induced the other party to sign this document. Both parties also agree that this agreement shall not be amended or modified, except in a writing that is signed and dated by each of them.

The undersigned below further agrees that no waiver of a breach of any provision of this agreement by the City shall constitute a waiver of any preceding or succeeding breach of the same or of any other provision hereof.

Please check one of the following and sign below.

I am: Owner Social Equity Individual Applicant Authorized Agent

Name / Title *Signature* *Date*

Signature instructions: This form requires a notarized signature from the Authorized Agent designated on the Authorized Agent Acknowledgement (LIC-4009-FORM). If an Authorized Agent has not been designated, notarized signatures are required from a sufficient number of Level 1 Owners to constitute a majority (51%) of the ownership of the Applicant or Licensee. "Level 1 Owners" are the natural persons or entities that own the Applicant or Licensee entity directly without any intervening entities or persons. If a Level 1 Owner is an entity, the CEO or President, or equivalent executive position, may sign on behalf of the entity.

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____ before me, _____
(insert name and title of the officer) personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)