



SEP-6004-FORM

Applicant Entity Name: _____

Social Equity Individual Applicant: _____

DCR Record No.: _____

ACA Contact Reference ID No.: _____

Instructions: As part of the Social Equity Program, the Department of Cannabis Regulation (“DCR”), offers free coaching to help social equity entrepreneurs launch and grow their businesses. To be eligible for free coaching, Social Equity Individual Applicants must review the following terms and sign this Authorization Agreement.

Agreement: I, _____ (*Social Equity Individual Applicant Name*) understand and agree to the following:

1. Social Equity Individual Applicants will be matched with coaches on a first come, first serve basis based on availability and capacity. Best efforts will be used to match every interested Social Equity Individual Applicant with a coach, but there is no guarantee all interested Social Equity Individual Applicants will receive coaching services.
2. Coaching services are provided by independent contractors of the the City of Los Angeles (“City”), who are not agents or employees of the City. However, DCR makes no guarantees, promises, warranties, or representations about the coaching services or business advice provided by individual coaches.
3. Coaching is not a substitute for professional legal or business advice.
4. DCR does not require or encourage Social Equity Individual Applicants to disclose any confidential or personal information to coaches; such information may be shared by a Social Equity Individual Applicant at their own discretion.
5. By signing this document, the Social Equity Individual Applicant acknowledges that any damages, complaints, causes of actions, or claims arising from or related to any intentional or unintentional acts or omissions by any coach, and any and all claims or damages arising from or related to the provision of coaching services through this program, may not be asserted against DCR or the City. By signing this document, the Social Equity Individual Applicant agrees to hold harmless and waive any such claims against DCR and the City

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

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6. 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 or relating to the breach of or 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. The undersigned below further agrees that no waiver of a breach of any provision of this agreement by the City or DCR shall constitute a waiver of any preceding or succeeding breach of the same or of any other provision hereof.
7. The pairing of a Social Equity Individual Applicant with a coach or vendor does not preclude any law enforcement agency from taking its own enforcement action for violation of any local, state or federal law or regulation. The sale, cultivation, manufacturing, distribution and possession of cannabis is illegal under federal law. Please note that there may be legal implications under federal laws that result from following a vendor's potential advice.
8. I agree that if any provision or part thereof contained in this waiver and release is declared illegal, unenforceable, or ineffective, such provision or part thereof shall be modified, if possible, in order to achieve the intentions of the parties, and, if necessary, such provision or part thereof shall be deemed severable, such that all other provisions contained in this waiver and release shall remain valid, binding, and enforceable.
9. This agreement may only be amended by a writing that is signed by the Social Equity Individual Applicant and an authorized representative of DCR. This agreement is intended by the parties to be the full and final expression of their agreement and shall not be contradicted by any prior written or oral agreement.

Social Equity Individual Applicant's Signature

Date

(Print Name)

(Preferred Email Address)

(Preferred Phone Number)

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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)

