



Administrative Services Department
 (760) 770-0386
 Fax - (760) 202-2552
 68-700 Avenida Lalo Guerrero
 Cathedral City, CA 92234-7031

(Staff Use Only)

Case No.:

- New Permit
- Amend Permit
- Transfer Permit

Cannabis Local License Application (New, Amendment, or Transfer)

GENERAL INFORMATION

- Cannabis Dispensary
- Cannabis Cultivation
- Cannabis Manufacturing
- Cannabis Distribution/Transportation
- Cannabis Testing Laboratory
- Delivery (with Dispensary only)
- Cannabis Combined Facility
- New
- Amendment
- Amendment and Renewal
- Transfer

NOTE: Use the Renewal Application for a License Renewal ONLY

Business Name (or proposed fictitious business name)

Tax Identification Number

Business Street Address

Business Telephone Number (If available)

Legal Description of Property (A.P.N.)

Please note the following:

- Dispensaries are prohibited within 600 feet of a school, day care center, or youth center; or within 250 feet of East Palm Canyon Drive or a residential zone as defined by the City's Zoning Ordinance. Dispensaries are conditionally permitted in the I-1 Light Industrial, CBP-2 Commercial Business Park, and PCC Planned Community Commercial Districts. New dispensary licenses are not currently being issued for locations south of Interstate 10..
- Cultivation and Transportation/Distribution site facilities are prohibited within 600 feet of a school, day care center or youth center, or within 250 feet of East Palm Canyon or 300 feet of a residential zone as defined by the City's Zoning Ordinance and cultivation and transportation/distribution facilities are conditionally permitted in the I-1 Light Industrial, CBP-2 Commercial Business Park, and PCC Planned Community Commercial Districts.
- Manufacturing facilities are prohibited within 600 feet of a school, day care center or youth center, or within 250 feet of East Palm Canyon or 300 feet of a residential zone as defined by the City's Zoning Ordinance and are conditionally permitted in the I-1 Light Industrial District and the CBP-2 Commercial Business Parks.
- Testing Laboratories are permitted by right in PPO Planned Professional Office, PLC Planned Limited Commercial, and the NBP Neighborhood Business Park (Transition) Districts. They are also conditionally permitted in the PCC Planned Community Commercial, CBP-2 Commercial Business Park, and I-1 Light Industrial Districts.
- North City and North City Extended Specific Plan areas – Reference Ordinance No. 805.

Provide a general description of the types of products/services to be provided at the facility or describe the proposed amendment and/or transfer, as applicable:

Has a Conditional Use Permit (CUP) been issued? ____ Yes ____ No / If no, status? _____

APPLICANT / REPRESENTATIVE INFORMATION

Name of Individual Completing the Application

Telephone Number

Mailing Address

E-Mail Address

PROPERTY OWNER

Name

Telephone Number

Mailing Address

Provide proof that subject business is entitled to possess or use the property.

If the Cannabis business is located within a multi-tenant building, please list other businesses:

Name and Type of Business

Name and Type of Business

Name and Type of Business

Name and Type of Business

COMPLETE THE SECTION BELOW THAT IS APPLICABLE TO THE FORM OF OWNERSHIP

CHECK TYPE OF OWNERSHIP:

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> General Partnership | |

▪ SOLE PROPRIETORSHIP ▪

Legal Name

Alias, if any

Telephone Number

Mailing Address

Date of Birth

Social Security No. or CA Driver's License No./
ID No. or Municipal ID No.

▪ **PARTNERSHIP** ▪

Name of Partnership

List each General Partner:

Legal Name

Alias, if any

Date of Birth

Legal Name

Alias, if any

Date of Birth

Legal Name

Alias, if any

Date of Birth

Legal Name

Alias, if any

Date of Birth

▪ **CORPORATION** ▪

Name of Corporation

List each Corporate Officer and/or Director:

Name and Title

Name and Title

Name and Title

Name of Corporate Agent for Service of Process

EMPLOYEES, INDEPENDENT CONTRACTORS AND VOLUNTEERS

On a separate sheet of paper, provide the employee job titles and the number of persons employed in each position, including contractors and volunteers. If none, please note that here:

If more than 10 non-supervisory employees, has a Labor Peace Agreement been established? ____ Yes ____ No

Will delivery service be provided (Applicable to Dispensary Only)? ____ Yes ____ No

If yes, please describe the extent of the delivery service:

Has the applicant or any other individuals identified in the application, excluding any agent for service of process who is not also listed as a director or officer of the applicant, ever had an interest (as director, officer, sole proprietor, or general partner) in a cannabis business for which a City of Cathedral City cannabis license or conditional use permit was denied, suspended or revoked? (If yes, list the name and location of the subject site and the date of denial, suspension or revocation) YES NO

Business Name / Location

Date

DECLARATION OF APPLICANT

The undersigned declares under penalty of perjury, under the law of the State of California, that the foregoing information set forth in this application and in its attachments is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial of the application or subsequent revocation of the permit.

Signature / Name

Date

Signature / Name

Date

The undersigned authorizes the City of Cathedral City to seek verification of the information contained within this application and authorization for the Chief of Police or his/her designee to conduct background checks as set forth in Section 5.88.040.

Signature / Name

Date

Signature / Name

Date

The undersigned received, read, reviewed, and understand all of the requirements of the City of Cathedral City regarding the operation and management of cannabis business within the City, and it is unlawful and it shall be a public nuisance subject to the provisions of Chapter 13.90 of the Cathedral City Municipal Code, to establish, maintain, or operate a cannabis dispensary or cultivation related facility within the City without complying with the provisions of and having received a Conditional Use Permit as required under Chapter 9.108 and 9.72 of the Municipal Code.

Signature / Name

Date

Signature / Name

Date

INDEMNIFICATION AGREEMENT

Section 5.88.105 of the Cathedral City Municipal Code requires the applicant or its legal representative for a cannabis business license to execute an indemnification agreement. For the purposes of this indemnification agreement, the "Applicant" shall be the individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, that is applying for the license and to whom the license will be issued if approved. The undersigned represents and warrants that he or she is duly authorized to sign this indemnification agreement on behalf of the Applicant and to bind the Applicant to the obligations contained herein.

Applicant shall, at Applicant's sole cost and expense, indemnify, protect, defend, and hold harmless, the City of Cathedral City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (collectively, the "City"), from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute

resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures) (collectively, "Actions"), brought against the City related to the cannabis business license applied for herein. City shall promptly notify the Applicant of any Action brought and request the Applicant defend the City. City shall cooperate with Applicant in the defense of any Action. Applicant may select legal counsel providing the Applicant's defense and the City shall have the right to approve separate legal counsel providing the City's defense. The Applicant shall reimburse City for any attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Applicant agrees that City will forward monthly invoices to Applicant for attorneys' fees, costs and expenses it has incurred related to its defense of any Action and Applicant agrees to timely payment within thirty (30) days of receipt of the invoice. City may demand that Applicant submit a cash deposit or other security in an amount sufficient to cover the City's estimated attorney's fees, costs and expenses in the course of the defense of the Action in order to ensure timely payment of the City's invoices. The amount of security or cash deposit shall be determined by City. If Applicant does not submit the cash deposit or other security within twenty (20) days of demand by City, or Applicant does not timely pay any invoice submitted to Applicant, City may revoke the license or take any other action deemed necessary or advisable by City to protect itself against loss or damage.

Signature / Name

Date

Signature / Name

Date

