



Commercial Cannabis Cultivation License Annual Renewal Form

Current License Type and Number:

PARCEL INFORMATION

Parcel Number(s)
Parcel Address(es)

APPLICANT(S) INFORMATION

Legal Name	Phone Number	Email
Mailing Address (P.O. Box or St., City, State, Zip code)		
Legal Name	Phone Number	Email
Mailing Address (P.O. Box or St., City, State, Zip code)		

AFFIRMATION AND CONSENT

Licensee must sign in wet blue ink only, no electronic signatures. Attach additional pages as needed.

I/We consent to at least one compliance inspection of the cultivation site to confirm compliance with the requirements of the Trinity County Cannabis Cultivation Ordinance 17.43.

I/We agree to pay all renewal fees as required by the Cannabis Program in order to receive my Annual Renewal Cultivation License.

Under penalty of perjury under the State of California, I/We hereby declare that the information contained within and submitted with the application is complete, true, and accurate. I understand that a misrepresentation of fact is cause for rejection of this renewal, revocation or suspension of a license issued.

Signature	Printed Name	Date Signed
Signature	Printed Name	Date Signed



Commercial Cannabis Acknowledgement Form

The undersigned Applicant(s) and Property Owner(s) acknowledge and agree to the following:

1. Applicant(s) acknowledge that they cannot conduct cannabis related business with a non-licensed entity.
2. Applicant(s) will only employ individuals at least twenty-one (21) years of age, require a federal or state issued proof of identification be carried at all times on the subject parcel, and will comply with all applicable state and federal requirements for payment of payroll taxes, including federal and state income taxes and/or contribution for unemployment insurance, and state workers' compensation liability law.
3. Applicant(s) and Property Owner(s) will comply with all applicable Local, State and Federal laws and regulations.
4. Applicant(s) and Property Owner(s) will comply with Local, State and Federal regulatory agencies.
5. Applicant(s) and Property Owner(s) consent to on-site inspections of their parcel by Trinity County officials and any other reviewing agencies, both before and after license issuance.
6. Applicant(s) and Property Owner(s) agree that all structures on the subject parcel will be built in accordance with applicable Trinity County Building Codes, Environmental Health Codes, and shall conform to any permit requirements.
7. Applicant(s) and Property Owner(s) acknowledge that the information provided with their application may be released as required by law, judicial order, or subpoena, and could be used in a criminal prosecution.
8. Applicant(s) and Property Owner(s) acknowledge that approval of the application does not provide any property rights or entitlements, and it does not guarantee that a permit will be issued years following.
9. Applicant(s) and Property Owner(s) acknowledge that the application fee is non-refundable - even if the land use request is canceled or abandoned.
10. Applicant(s) and Property Owner(s) acknowledge that, without a complete application, the application may be delayed or terminated if not remedied in a timely manner.
11. Applicant(s) and property owner(s) acknowledge that the Cannabis Division reserves the right to request additional information if necessary to complete review or processing of the application and confirm or promote conformance to ordinance-specific requirements and standards or conform to County policies and procedures.
12. Applicant(s) and Property Owner(s) acknowledge and understand that providing false or inaccurate information to the County at any time may result in denial or revocation of the license, in addition to any applicable criminal penalties.

Under penalty of perjury, I assert that all information, documentation, and other records provided is true and correct to the best of my understanding and belief, and I agree to be bound by, and to fully and timely comply with, all of the foregoing terms and conditions.

Applicant(s) and Property Owner(s) must sign in blue wet ink.

Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date



Commercial Cannabis Release of Liability and Indemnification Form

The undersigned Applicant(s) and Property Owner(s) hereby agree to the following:

1. Applicant(s) and Property Owner(s) releases the County of Trinity (“County”) from any and all liability associated with the project and the cannabis storefront retail business, and shall defend, indemnify, and hold harmless the County, its elected and appointed officials, officers, employees, agents, contractors and volunteers from any and all claims, actions, proceedings, or liability of any nature whatsoever (including, but not limited to; any approvals issued in connection with any of the above described application(s) by County; any action taken to provide related environmental clearance under the California Environmental Quality Act (“CEQA”) by County, its advisory agencies, boards, or commissions, including, but not limited to, appeals boards, Planning Commission, or Board of Supervisors) arising out of, or in connection with, the County’s review or approval of the project or arising out of or in connection with the acts or omissions of the Applicant, its agents, employees or contractors, or relating to any damage to property or persons stemming from the project or the associated commercial cannabis activity or cannabis storefront retail business. With respect to review or approval, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the project, including any contention that the project or its approval is defective because a County ordinance, resolution, policy, standard or plan is not in compliance with local, state, or federal law. With respect to acts or omissions of the Applicant, its agents, employees or contractors, its obligation hereunder shall apply regardless of whether the County prepared, supplied or approved plans, specifications or both. The indemnification shall apply to any damages, costs of suit, attorney fees, or other expenses incurred by the County, its agents, officers, and employees.
2. The obligations of the Property Owner(s) and Applicant(s) under this Release of Liability and Indemnification Form shall be a continuing obligation and shall apply regardless of whether the application or any permits, licenses, or entitlements, of any kind, are issued, approved, denied, expired, or terminated.
3. County shall have the absolute right to approve any and all counsel employed to defend the County. To the extent the County uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, the Applicant will reimburse the County upon demand. Such resources include, but are not limited, staff time, court costs, County Counsel’s time at its regular rate for non-County agencies, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action or proceedings.
4. For any breach of this obligation, the County may rescind its approval of the project.
5. Applicant(s) shall not be required to pay or perform any settlement unless the settlement is approved in writing by the Applicant(s), which approval shall not be unreasonably withheld. County must approve any settlement affecting the rights and obligations of the County.
6. This agreement shall be construed and enforced in accordance with the laws of the State of California.
7. In any legal action or other proceeding brought by either party to enforce or interpret this Agreement, the venue shall be the Trinity County Superior Court.
8. Applicant(s) shall pay all court ordered costs and attorney fees.
9. The defense and indemnification of County set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceedings.
10. Nothing in this agreement shall be construed to limit, direct, impede, or influence the County’s review and consideration of the project.

I agree to be bound by and to fully and timely comply with, all of the foregoing terms and conditions. Applicant(s) and Property Owner(s) must sign in blue wet ink.		
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date



**Acknowledgement of
 Maintaining Existing Site Conditions
 and Applicable Mitigation Measures**

Applicant Name:	Phone Number:	Email:
Mailing Address (P.O. Box or St., City, State, Zip code):		
Applicant Name:	Phone Number:	Email:
Mailing Address (P.O. Box or St., City, State, Zip code):		
Parcel Number(s):	Premise Address(es):	

As the applicant(s) of the above referenced project for this licensing period hereby acknowledge that I will continue to maintain the same site conditions at the aforementioned parcel, as described in the approved California Environmental Quality Act (CEQA) document and Mitigation Measure Table associated with this project. Furthermore, I attest that no activities will occur outside of what is specified in the approved site specific (CEQA) document for the above referenced parcel without providing written notification to the Trinity County Cannabis Division prior to the commencement of such activities and will adhere to and comply with any pre-construction mitigation measures, as outlined in the associated environmental document.

I acknowledge that site conditions will remain consistent with the associated environmental document. Should site conditions be modified from its authorized configuration, it is imperative that, I as the licensee or permittee, provide immediate notification to the Cannabis Division.

Unapproved alterations may lead to additional mitigation measures or corrective enforcement actions from the Cannabis Division or other agencies. Further, this will lead to delays and/or could include the denial/revocation of the application/license prior to its approval/expiration.

I attest that, I have read the entirety of, and initialed each page of, the attached Mitigation Measure Table and I understand these requirements and will be held responsible for any unauthorized site development and understand the importance of maintaining existing site conditions.

 Applicant Signature

 Date

 Applicant Signature

 Date