County of Imperial
Planning & Development Services
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El Centro, CA 92243
(442) 265-1736
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Website: www.icpds.com

COMMERCIAL CANNABIS ACTIVITY LICENSE APPLICATION

Official Use Only:
Application Number: _____

CONSENT AND INDEMNIFICATION FORM

(Needs to be completed if "Applicant" is not the Property Owner)

Pursuant to the County of Imperial Codified Land Use Ordinance, and to the fullest extent permitted by law, the "Property Owner" (owner of the subject property, if different from the applicant) hereby agrees to defend, indemnify and hold harmless the County of Imperial, its officers, attorneys, agents and employees:

1. From any claims, actions, proceedings or liability of any nature (collectively referred to as proceedings) brought against the County or its officers, attorneys, agents or employees, related to *the issuance, administration, and/or enforcement of the Commercial Cannabis Activity license issued by the County of Imperial to the Applicant/Occupant of the subject property.*

   The indemnification is intended to include but not be limited to damages, fees, and/or costs awarded against the County, if any, and the cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceedings whether incurred by the Applicant, the County, and/or the parties initiating or bringing such proceedings.

2. The Property Owner hereby agrees to indemnify the County for all of the County's costs, fees, and damages which the County incurs enforcing the indemnification provisions of this Agreement.

3. In the event of a proceeding, the County retains the right to approve counsel to defend the County, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be reasonable withheld. The County has the right not to participate in the defense, except that the County agrees to cooperate with the Applicant in the defense of the proceedings. If the County chooses its own counsel to defend the County, the fees and expenses of the counsel selected by the County shall be paid by the County. Notwithstanding the above, if the County Attorney's office participates in the defense, all County Attorney fees and costs shall by paid by the Applicant.

4. The defense and indemnification of the County set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgements rendered in the proceedings.

I/We are the owner(s) of the real property identified within the application, hereby acknowledge and consent to the Commercial Cannabis Activity business by the Applicant _____ on our property located at _____ identified by Assessor's Parcel Number (APN) _____. We further consent to inspection for Permit compliance by authorized County personnel, without notice, so long as the owner(s), Applicant or legal tenant/occupant is/are present.

After review and consideration of all the foregoing terms and conditions, the Applicant, by its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

_____	_____	_____
(print name)	(signature)	(date)
_____	_____	_____
(print name)	(signature)	(date)

NOTE: All signatures must be original wet signed signatures.