



CITY OF PORTERVILLE

Medical Cannabis Cultivation Permit Application

Prior to commencing any medical cannabis cultivation, the person(s) owning, leasing, occupying, or having charge or possession of any legal parcel or premises where medical cannabis cultivation is proposed to occur must obtain a medical cannabis cultivation permit from the Community Development Director or his or her designee.

APPLICANT NAME(S), PHYSICAL ADDRESS AND TELEPHONE NUMBER:

PROPERTY OWNER NAME(S), MAILING ADDRESS AND TELEPHONE NUMBER:

The name of each person owning, leasing, occupying, of having charge of any legal parcel or premises where medical cannabis will be cultivated: _____

The name of each qualified patient or primary caregiver who participates in the medical cannabis cultivation: _____

FOR OFFICE USE ONLY:

SUBMITTAL DATE: _____

ZONING DISTRICT: _____

SENSITIVE USE DISTANCE: _____

DATE OF BACKGROUND REVIEW: _____

Include with the permit application:

- A copy of the a current valid medical recommendation or county-issued medical marijuana card for each qualified patient identified as required above, and for each qualified patient for whom any person identified as required above is the primary caregiver.
- The attached consent form, signed, authorizing City staff, including the Police Department authority, to conduct an inspection of the cultivation area without notice.
- A background check through the Department of Justice, or other form of proof acceptable to the City Attorney, that the applicant and any resident has had no drug related felony convictions within the past seven (7) years.

The initial permit shall be valid for no more than two (2) years and may be extended in increments of two (2) years.

TO THE PORTERVILLE CITY COUNCIL:

APPLICANT'S DECLARATION

STATE OF CALIFORNIA)

) ss

COUNTY OF TULARE)

I, _____, being duly sworn, declare that I am the Applicant and [owner / tenant / legal occupant (circle one)] of the property involved and that this application has been prepared in compliance with the requirements of Porterville Municipal Code Section 301.23 (Development Ordinance) as printed herein and that the foregoing information provided is true and correct. I also hereby acknowledge and consent to inspection for Permit compliance by authorized City personnel, without notice, so long as the Applicant, owner, legal tenant, or legal occupant is present.

I declare under penalty of perjury that the foregoing is true and correct, executed at _____ this _____ day of _____, 20____.

Telephone (____) _____ Signed _____

Mailing Address _____

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.

State of California

County of _____ ss.

On _____, before me, _____, a Notary Public, 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 PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SEAL

Signature of Notary Public



CITY OF PORTERVILLE INDEMNIFICATION

Pursuant to Porterville Municipal Code, and to the fullest extent permitted by law, the “Applicant” (owner, tenant or other lawful occupant in possession of the property) hereby agrees to defend, indemnify and hold harmless the City of Porterville, its officers, attorneys, agents, and employees:

1. From any claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the City or its officers, attorneys, agents or employees, related to *the issuance, administration, and/or enforcement of the Medical Cannabis Permit issued by the City to the Applicant.*

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

2. The Property Owner hereby agrees to indemnify the City for all of the City’s costs, fees, and damages which the City incurs enforcing the indemnification provisions of this Agreement.
3. In the event of a proceeding, the City retains the right to approve counsel to defend the City, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be reasonably withheld. The City has the right not to participate in the defense, except that the City agrees to cooperate with the applicant in the defense of the proceeding. If the City chooses its own counsel to defend the City, the fees and expenses of the counsel selected by the City shall be paid by the City. Notwithstanding the above, if the City Attorney’s office participates in the defense, all City Attorney fees and costs shall be paid by the Applicant.
4. The defense and indemnification of the City 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 proceeding.

Print Name and Date

Signature (Applicant)

Print Name and Date

Signature (Zoning Administrator)

APN: _____

Property Address: _____



CITY OF PORTERVILLE CONSENT AND INDEMNIFICATION

Pursuant to Porterville Municipal Code, 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 City of Porterville, its officers, attorneys, agents, and employees:

1. From any claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the City or its officers, attorneys, agents or employees, related to *the issuance, administration, and/or enforcement of the Medical Cannabis Permit issued by the City 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 City, if any, and cost of suit, attorney’s fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, the City, and/or the parties initiating or bringing such proceeding.

2. The Property Owner hereby agrees to indemnify the City for all of the City’s costs, fees, and damages which the City incurs enforcing the indemnification provisions of this Agreement.
3. In the event of a proceeding, the City retains the right to approve counsel to defend the City, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be reasonably withheld. The City has the right not to participate in the defense, except that the City agrees to cooperate with the applicant in the defense of the proceeding. If the City chooses its own counsel to defend the City, the fees and expenses of the counsel selected by the City shall be paid by the City. Notwithstanding the above, if the City Attorney’s office participates in the defense, all City Attorney fees and costs shall be paid by the Applicant.
4. The defense and indemnification of the City 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 proceeding.

Print Name and Date

Signature (Owner)

Print Name and Date

Signature (Zoning Administrator)

We, the owners of real property identified within this application hereby acknowledge and consent to the cultivation of medical cannabis by Applicant _____ on our property identified as APN _____ and located at _____. We further consent to inspection for Permit compliance by authorized City personnel, without notice, so long as the owner(s), Applicant or legal tenant/occupant is present.

APN: _____

Property Address: _____