



**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION**

To the fullest extent permitted by law, the City of Fresno (City) shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to Fresno Municipal Code Section. 9-3333 or otherwise approving the operation of any commercial cannabis business or cannabis retail business.

In consideration for the submittal of an application for a commercial cannabis business permit application and/or issuance of a cannabis business permit, and to the furthest extent allowed by law, Applicant does hereby agree to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Applicant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the issuance of a cannabis business permit. Applicant's obligations under the preceding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

Applicant must, at the time of permit issuance, maintain insurance at coverage limits and with conditions thereon determined necessary and appropriate from time to time by the City Manager.

Applicant shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Applicant shall not be deemed to release or diminish the liability of Applicant, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Applicant. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Applicant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Applicant, its officials, officers, employees, agents, volunteers or invitees.

City shall be reimbursed for all costs and expenses, including but not limited to legal fees and costs and court costs, which the city may be required to pay as a result of any legal challenge related to the city's approval of the applicant's commercial cannabis business permit. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of the Application and/or Permit.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Applicant; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Applicant or his/her/its authorized signatory.

Signed on this _____ day of _____ 2020.

Applicant Signature

City Employee Signature

Print Name and Company Name

Print Name

Address

Title

Telephone Number

Telephone Number