

# HOLLYWOOD HILLS WELLNESS ASSOCIATION MEMBERSHIP AGREEMENT

To our prospective members, we want to take this opportunity to say WELCOME and thank you for considering HOLLYWOOD HILLS WELLNESS ASSOCIATION, as the source of your medical cannabis needs. HOLLYWOOD HILLS WELLNESS ASSOCIATION, is a California Unincorporated Nonprofit Association organized and existing under the laws of the state of California, Entity Number: 14905, (hereinafter “HOLLYWOOD HILLS WELLNESS ASSOCIATION”, the “Collective” or the “Association”).

To aid each of you in better understanding the CUA and MMPA, and to help ensure that the medicine cultivated and distributed by the Collective to its members enjoys the fullest protection available under California State law, we require that each of our you review and agree to the following Rules, Conditions and Representations governing membership in the Collective. Although there are many different medical marijuana collectives available to join, we pride ourselves on being a model collective, serving the multiple goals of providing high quality medicine to our members at reasonable prices options through a convenient and professional manner, while at the same time operating in a way intended to maximize the safety and legal security of the Collective and its members. Thus, it is the policy, purpose and intention of the Collective to act at all times within the scope of California State law governing medical marijuana, including in particular Prop. 215 (also known as the “Compassionate Use Act” or “CUA”), Senate Bill 420 (also known as the Medical Marijuana Program Act or “MMPA”), and consistent with the California Attorney General Guidelines For The Security And Non-Diversion Of Marijuana Grown For Medical Use (August 2008). If you wish to be part of a collective that operates as a model in terms of legal compliance, you have come to the right place.

## Membership Rules and Conditions

1. No person may be admitted as a member unless holding a valid recommendation from a physician in good standing with the State of California, or license issued by the Department of Public Health Services (DPHS) entitling such person to use medical marijuana, which recommendation must be verified before any person may become a member of the Collective.
2. All medical marijuana products distributed by the Collective must be cultivated by a Collective member.
3. No medical marijuana products shall be distributed to non-members of the Collective.
4. Generally only persons 21 and over will be admitted to membership, although exceptions for persons under age 21 may be made on a case by case basis, subject to certain limitations, and under no circumstance will anyone under 18 be admitted without the written consent of a parent or guardian, and then will only be provided non-smoking consumables such as oils).
5. Membership shall be terminated if is later discovered that a member is no longer in compliance with any condition for membership, such as the validity of a physician recommendation, or that a member obtained a physician’s recommendation under false pretenses.
6. The carrying of any firearms or dangerous weapons on the Collective’s premises or in the immediate vicinity of any vehicle used by the Collective to deliver medicinal marijuana is prohibited.
7. Undertaking any action or conduct that endangers the legal defenses and immunities enjoyed by the Collective or any other Collective members under the Medical Marijuana Program Act is prohibited.
8. The use of any non-organic pesticides or other harmful products in any medicinal product manufactured or cultivated for the Collective or its members is prohibited.
9. The diversion of any cannabis product obtained from the Collective for non-medical purposes, or to non-members, is prohibited.

## **Member Pledges to the Cooperative and Other Members**

1. I am aware that the Collective's complete Bylaws are available for my review upon request, either prior to or at any time after joining the Collective, that those Bylaws set forth my rights as a member of the Collective, and I have not been denied the request to review the Bylaws.
2. I understand that by joining the Collective I have the right to contribute to and participate in the activities, labors, products and services provided by the Collective, consistent with the limitations set forth in Ca. Health & Safety Code §§ 11362.77 and 11362.775. I also understand that I may limit my involvement to the contribution of funds for medicine and to fund cultivation projects and to support the Collective if that is my choice. I also understand that the Collective has the discretion to seek different monetary contributions from members for medicine depending on the specific economic means and circumstances of patients, such as the terminally ill for whom the Collective will seek to provide whatever medicine is necessary notwithstanding that patient's economic means.
3. I will provide the Collective with an updated recommendation upon request.
4. I did not obtain my physician's recommendation by fraud or misrepresentation, and I am not seeking membership for any fraudulent or deceptive purpose.
5. I am a qualified patient under Ca. Health & Safety Code §§ 11362.5 and 11362.7(f), I have been diagnosed with an illness for which cannabis provides relief and I have received a recommendation or approval from a licensed California physician to use medical cannabis. Thus I am legally able to use, possess, and cultivate cannabis for medical purposes pursuant to California law.
6. I authorize the Collective to contact my recommending physician to verify his or her recommendation or approval for the use of medical marijuana, and to use and disclose to the physician any information contained in said recommendation for purposes of confirmation.
7. I understand the Collective will keep a copy of my physician's recommendation on file and that the Collective's policy is to not disclose the name or identity of any patient other than in the course of confirmation of the recommendation, and except as required by law.
8. I will not resell any medical marijuana received through the Collective and I will take appropriate steps to keep it away from children and other unauthorized persons.
9. I understand that any monies I contribute to the Collective for any medical marijuana or related products are to fund cultivation projects, sustain and enable the Collective to continue to operate, maintain employees and a location, and to pay the associated costs and expenses of providing its members with medicinal marijuana for their medical needs, including fair and reasonable compensation of Collective employees, independent contractors, officers and directors, professional fees, and that such transactions will be done consistent with the nonprofit purposes of the Collective.
10. It is my intent in joining this Collective, as a qualified patient, person with a valid identification card and/or primary caregiver (as those terms are defined by Ca. Health and Safety Code §11362.7, to "associate within the State of California in order collectively or cooperatively to cultivate marijuana for medical purposes," and that as such my conduct related to the Collective and its conduct on my behalf and for my benefit should not be subject to state criminal sanctions under Ca. Health and Safety Code Sections: 11357, 11358, 11359, 11360, 11366, 11366.5, or 11570". I am engaging in this conduct and participating as a member in the Collective based on the good faith belief and expectation that neither I nor the Collective are violating California law.
11. I understand that the MMPA and the case of People v. Kelly, 47 Cal. 4th 1008, decided by the Supreme Court of California, currently limits qualified patients to possess and cultivate the amount of marijuana reasonably necessary for their personal medical needs. If management believes that amounts are being requested that exceed personal needs those requests will be denied.
12. I understand that the Collective may maintain records of my transactions to help demonstrate compliance with the CUA and MMPA, including Ca. Health & Safety Code §§ 11362.77 and 11362.775. Such records will be kept in such a way as to maintain the privacy of each member, and the Collective will take all legal and necessary steps to keep records confidential, subject to the need of the Collective to use such records to defend itself and establish that the Collective's conduct and that of its members did not violate the law (although even in those circumstances the Collective will seek to protect the identity of its members to the extent permitted by law).

13. I give permission to and authorize the Collective to cultivate, obtain, transport and possess cannabis on my behalf, and to distribute such medical marijuana to myself and other Collective members, and I hereby assign to the Collective exclusively my right to cultivate medical marijuana for my personal use for as long as I maintain my membership with the Collective, to the fullest extent permitted by Ca. Health & Safety Code §§ 11362.77 and 11362.775. I understand that it is necessary that I assign these rights to the Collective so that I, the Collective and its members can operate and maintain full compliance with the letter and spirit of these legal provisions and, in particular, the collective/cooperative defense afforded by the Medical Marijuana Program Act.
14. I agree to waive any claims I may have in the future and hold harmless the Collective and its members, officers, directors, and agents relating to: (i) any side effects, outcomes, or personal injuries I may sustain, or any damage I may cause to another person or any property as a result of any medical cannabis or related products I obtain through the Collective, including any harm I cause to myself or another person while operating a motor vehicle under the influence of medical marijuana, and/or (ii) any claims relating to the strength, potency, purity, appropriateness for my condition of any marijuana and related products I may obtain at the Collective. In this regard, I knowingly waive the provisions of Civil Code Section 1542 which states in pertinent part that "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
15. I understand that the possession, cultivation and sale of marijuana is illegal under FEDERAL LAW notwithstanding the protections afforded to me as a qualified patient and to the Collective under California State law. I will not hold the Collective or its members responsible to the extent I am the subject of any federal law enforcement action for my own conduct.
16. I am not a member of law enforcement joining this Collective for investigatory purposes or under false pretenses.

**I have read and understand the Collective's rules and conditions as reflected in this Membership Agreement, and I agree to abide by those terms of membership. I further affirm under penalty of perjury that the information I provided herein is true and accurate to the best of my knowledge, and I agree to indemnify the Collective and its members for any legal fees and costs arising from any false statements and misrepresentations I made herein.**