

# COLLECTIVE MEMBERSHIP APPLICATION AND AGREEMENT

## BLACK EDEN

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Phone Number: \_\_\_\_\_ CA Driver's License/ID #: \_\_\_\_\_

Patient Recommendation # \_\_\_\_\_ Phone Number: \_\_\_\_\_

### COLLECTIVE MEMBER TERMS & CONDITIONS

These Collective Member Terms & Conditions ("Agreement") contains the entire agreement between you ("Member") and BLACK EDEN (the "Collective"). YOU MUST THOROUGHLY READ AND AGREE TO THE TERMS OF THIS AGREEMENT BEFORE BECOMING A COLLECTIVE MEMBER. You are STRONGLY ADVISED to research the legality of medical cannabis in your jurisdiction and seek competent legal advice before signing this agreement. Some California law enforcement agencies or courts may not recognize or accept this agreement as valid. IT IS YOUR SOLE RESPONSIBILITY TO RESEARCH AND UNDERSTAND THE LAWS OF YOUR LOCAL JURISDICTION AND THE VALIDITY OF THIS AGREEMENT BEFORE SIGNING IT. YOU UNDERSTAND AND ASSUME ALL RISKS ASSOCIATED WITH MEDICAL CANNABIS. You agree to indemnify and hold BLACK EDEN, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, or claim, including attorney's fees, arising out of your activities while acting as a BLACK EDEN member. AS A CONDITION OF JOINING THE COLLECTIVE, YOU, YOUR HEIRS AND THOSE WITH YOU EXPRESSLY AND FOREVER DISCLAIM THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. KEEP ALL MEDICINE FAR AWAY FROM CHILDREN OR ANYONE ELSE, UNDER LOCK AND KEY ANY DEVIATION FROM THIS RULE IS DONE AT THE SOLE RISK AND RESPONSIBILITY OF THE Member. I hereby declare under the penalty of perjury under the laws of the State of California that all of the following are true:

1. I have been diagnosed with serious illness for which cannabis provides relief and I have received a recommendation or approval from my licensed California physician for cannabis.
2. I understand my contributions for medicine I may acquire from this Collective are used to ensure continued operation and that this transaction in no way constitutes commercial promotion.
3. The monies I pay are to help the Collective to continue to operate, to maintain employees and a location and the associated costs and expenses of providing its members with medicinal cannabis for their medical needs, as well as for all other relevant expenses accrued during the normal course of business.
4. I hereby appoint and designate the Collective and their representatives, as any true and lawful agents for the limited purpose of assisting me in obtaining my legally prescribed medical marijuana. I understand that this means that the Collective will be required to possess, purchase, cultivate, transport and/or distribute medical marijuana exclusively for member qualified members or primary caregivers. Therefore, I grant the Collective's management and other fellow members the limited authority to engage in the afore-mentioned tasks. I further agree and authorize the Collective and its members to use information relating to my status as a qualified member

as use of such information is reasonably necessary for providing my medical marijuana for my medical benefit as a qualified member.

5. I authorize the Collective to contact my physician, and I authorize my physician to verify my recommendation to the Collective.
6. I agree that I consistently rely upon the Collective as the exclusive source of my cannabis medicine.
7. This designation shall remain in effect for 12 months, until the expiration of my recommendation, or until I revoke my designation in writing by certified mail, return receipt requested, whichever occurs first.
8. I authorize the Collective to create and/or assign agency rights in its own name for the purpose of growing marijuana for my personal medical reasons as well as for the medical benefit of other members of the Collective.
9. I agree that the medical marijuana possessed by the Collective is at any time the collective property of every member who has joined the Collective, subject to the Collective's rules and guidelines established by and for the Collective for handling medical marijuana for the benefit of member members.
10. I hereby verify that I am a resident of California and my personal medical marijuana will not be taken out of the State of California. I further verify and agree that medical marijuana shall not be shared, sold, bartered, traded, exchanged or delivered by any means to any other person for medical or other reasons.
11. I understand and agree that adherence to the rules of the Collective is the collective responsibility of all member members, including myself. I agree that any violation of the terms of this Agreement or any other Collective member rules are grounds for the immediate termination of my membership.
12. Prohibited Activities. Any violation of this provision will immediately, irrevocably, and without notice terminate this agreement and your affiliation with the Collective, and void any rights, responsibilities, or privileges extended to you as a collective member. The following is a partial list of the type of actions that you may not engage in while a member of the Collective:
  - You will not possess or transport more cannabis plants than specified in your board-adopted resolution, in combination with your personal recommendations and/or caretaker agreements.
  - You will not transport plants or medicine outside of California.
  - You will not represent yourself as an employee or official representative of the Collective.
  - You will not possess any illegal narcotic or paraphernalia.
  - You will not violate any section of the California Penal Code or any local ordinance.
13. I understand and assume all risks associated with growing medical cannabis. I further understand that this agreement, and my status as a Collective grower, may not be considered valid or legally binding in my jurisdiction.

I hereby affirm that I have read, Understand and agree to the terms of this Agreement.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_