

SAN MATEO COUNTY COMMERCIAL CANNABIS LICENSE
INDEMNIFICATION AGREEMENT

Pursuant to County of San Mateo Ordinance Code Chapter 5.148, and to the fullest extent permitted by law, the Applicant hereby agrees to defend, indemnify, and hold harmless the County, its agents, officers, employees, and representatives from and against any claim, action, or proceeding, including any appeal or petition for review thereof, against the County and/or its agents, officers, employees, or representatives related to the issuance, administration, and/or enforcement of the Commercial Cannabis License issued by the County to the Applicant, including, without limitation, any related application, permit, certification, condition, environmental determination pursuant to the California Environmental Quality Act, other approval, compliance, or failure to comply with applicable laws and regulations, and/or processing methods (“Challenge”).

Applicant shall defend such Challenge with counsel approved by the County; or, alternatively, the County may, in its sole discretion, choose to defend such Challenge at Applicant’s sole cost and expense.

Applicant shall bear any and all losses, damages, injuries, liabilities, costs, and expenses, including without limitation, County staff time, County Counsel fees and attorney’s fees of outside legal counsel, expert witness fees, and court costs arising out of or related to any Challenge (“Costs”), whether incurred by Applicant, the County, or awarded to any third party, and shall pay any Costs incurred by the County upon demand.

No change or modification of the Application shall alter Applicant’s indemnity obligations set forth herein. This indemnification agreement shall take effect upon execution and remain in force and effect after the denial, expiration, suspension, and/or revocation of any Application or License. Further, the 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, if applicable.

The County shall promptly notify Applicant of any Challenge(s) and shall cooperate fully in the defense of such Challenge(s).

Print Name and Date

Applicant Signature

Address and APN of Proposed Commercial Cannabis Premises