

CITY OF WESTLAND

MARIJUANA BUSINESS LICENSE RENEWAL APPLICATION

INSTRUCTIONS

- i. All Applications must be accompanied by a \$5,000 application fee per License requested to be renewed.
- ii. Licensee understands and agrees that the representations, documents, terms, and conditions in the original application are affirmed and restated, except as modified herein or by an approved Amendment.
- iii. Licensees should refer to the Westland Uniform Marijuana Business Ordinance, Sections 27-1 through 27-34 of the Westland City Code, as well as the City of Westland Marijuana Business License Renewal Consideration Policy, and Application Consideration Policy.
- iv. The City of Westland has the right to deny a Renewal for any reason allowed by applicable law or rule.

PART I LICENSEE INFORMATION

1-1 Licensee's Legal Name: _____

1-2. Type of Licensee:

- Individual _____
- Corporation _____
- Partnership _____
- Limited Liability Company _____
- Other: _____

1-3. Address of Corporate Headquarters: _____

1-4 Business Location:

- Address(es): _____

- Tax Parcel IDs _____

PART II LICENSES CURRENTLY HELD

2-1. Please check any license type for which you hold:

Medical Use:

Grower Class

- A
- B
- C
- Processor
- Secure Transporter
- Safety Compliance
- Provisioning Center

Adult Use:

Grower Class

- A
- B
- C
- Processor
- Secure Transporter
- Safety Compliance
- Retailer
- Microbusiness

PART III CONTACT INFORMATION

3-1. Authorized Representative

The Licensee must consent for the City to deal with an Authorized Representative during the renewal process. If the Authorized Representative is different than the Authorized Representative listed in the Licensee's last application on file, please list the contact information for the new Authorized Representative:

Name: _____

Electronic Mailing Address: _____

Phone Number: _____

Fax Number: _____

Mailing Address: _____

3-2. Emergency Contact

If the Emergency Contact is different than the Emergency Contact listed in the Licensee's last application on file, please list the contact information for the new Emergency Contact:

Name: _____

Daytime phone: _____

Nighttime phone: _____

Address: _____

3-3. Resolution/Sworn Statement

Please attach a resolution, if a business entity, or a sworn statement, if an individual, attesting to all of the following:

Under penalty of perjury, the information contained in this Renewal is true to the best of Licensee's information, knowledge, and belief.

The Authorized Representative has the actual authority to sign on Licensee's behalf.

Licensee and its Authorized Representative have read, understood, had the opportunity to consult with legal counsel regarding, and agree to be bound by the Westland Uniform Marijuana Business Ordinance, this Renewal form and its conditions and accompanying instructions, City of Westland Marijuana Business License Renewal Consideration Policy, and any terms or conditions placed on a License by the City of Westland.

The representations, documents, terms, and conditions in the original application, as amended, are affirmed and restated.

PART IV

ADDITIONAL QUESTIONS REGARDING STATUS

For purposes of this Part, "Licensee" means the licensed entity, or individual and its officers, directors, executives, equity holders (i.e., holders of stock, membership interest, partnership interest, or similar equity interest).

4-1. Attach a current copy of any State of Michigan license that relates to this Renewal. A state license must be valid and Applicant must be in good standing for the Renewal to be considered.

4-2. Has the Licensee's legal ability to use the Business Location as a Marijuana Business changed in any way since the Licensee's last submitted application?

Yes No If yes, contact the City immediately and fill out an Amendment to Application for Marijuana Business License, and attach proof that you are legally able to use the Business Location as a Marijuana Business. This may consist of a deed, purchase agreement, land contract, or lease agreement that allows the property to be used as a Marijuana Business

4-3. Since the last submitted application, has the Licensee made any modifications to any listed marijuana business that has not been reported?

Yes No If yes, please explain and contact the City immediately and fill out an Amendment to Application for Marijuana Business License.

4-4. Since the last submitted application, has the Licensee, or its parents subsidiaries, affiliates, or other commonly controlled entities, received a violation notice, product recall, suspension, or revocation of any granted license violation, or have charges pending?

Yes No If yes, attach explanation, including date(s), location(s), and status or resolution.

4-5. Is the Licensee delinquent in the payment of any judgments, tax liabilities, or any other financial obligations due to any governmental agency anywhere, have any of them been served with a complaint alleging as such?

Yes No If yes, attach detailed explanation and any documents applicable including the complaint and any documents to prove settlement or resolution.

4-6. Since the last submitted application, has the Licensee been convicted of any crime or subject to administrative or regulatory action or complaint, whether or not related to marijuana business licensure?

Yes No If yes, attach explanation, including date(s), location(s), and status or resolution.

4-7. Does the Licensee have legal possession of each of the premises for which the renewal application for license is made?

Yes No Owned or Rented: _____ Date lease(s) expire _____

4-8. Applicant must submit any additional information that the Planning Department, City Clerk, Fire Department, Police Department, or other pertinent city department determines to be necessary in connection with the review of the Renewal.

4-9. This Renewal application is contingent upon Applicant, at its own cost and expense, scheduling and passing a City of Westland Building Inspection and Fire Inspection.

PART V

TERMS AND CONDITIONS

The terms and conditions herein supersede and replace the terms and conditions under Part VIII of the original application. The Applicant and Authorized Representative agree to the following on behalf of themselves and their owners, operators, directors, officers, agents, shareholders, investors, heirs, assigns, estates, successors, parents, subsidiaries, affiliates, and any other holder of any interest whatsoever (collectively, the "Applicant"):

A. Definitions. As used in this Part, the following terms have the following meanings:

Claim, means any cause of action or potential cause of action that arises out of the operation of or in any way relates to one or more state or local licenses for medical marijuana facilities or adult-use marijuana establishments within the City of Westland, including, causes of action or potential causes of action relating to the City of Westland's application, licensing, inspection, enforcement, renewal, amendment, suspension, or revocation process, or community benefit agreement. This definition includes, but is not limited to, causes of action arising under statutory, constitutional, contractual, and/or equitable law.

City, includes the City of Westland and its representatives, agents, employees, appointed and elected officials, department heads, insurers, contractors, and all boards,

commissions, committees, and the members thereof.

Applicant, with respect to the original application, means the applicant; with respect to an amendment application, means the licensee or conditional licensee applying for the amendment; and with respect to a renewal application, means the licensee or conditional licensee applying for renewal. The term includes the Applicant and any of its affiliated entities, successors in interest, permitted assigns, and others listed in the introductory paragraph of this part of the application.

B. Regardless of whether dispute resolution proceeds under paragraph C or D, below, any Claim against the City, must be brought within six months from the date of the City action giving rise to the Claim, or such Claim will be waived, released, and permanently barred. If the Applicant brings one or more Claims against the City, it must bring all Claims that it has against the City, whether or not related, and any Claims not brought will be waived, released, and permanently barred. If the City prevails on any Claim, the arbitrator or court, as applicable, shall award the City its costs and attorney fees for the Claim or Claims.

This application, its interpretation, enforcement, and any Claims shall be governed by and construed under and in accordance with the laws of the State of Michigan without regard to its conflict of laws.

C. ARBITRATION.

At the City's option, in the exercise of sole and uncontrolled discretion any Claims shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitrator must consolidate Claims involving other Westland marijuana business licensees or applicants when the Claims are similar or related, such as when common issues of law or fact are involved. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

If selected by the City for dispute resolution, arbitration is the Applicant's sole and exclusive means of obtaining relief for its Claims. Such Claims will be heard and decided by a single arbitrator and shall take place in Wayne County, Michigan.

D. JURISDICTION AND VENUE.

If the City elects not to require arbitration according to paragraph C, then Claims shall be brought in a state court of Michigan seated in Wayne County or appropriate federal court in the Eastern District of Michigan.

E. JURY TRIAL WAIVER.

PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS APPLICATION OR ANY DISPUTE CONCERNING IT OR ANY CLAIM.

- F. The provisions of this Part are severable. If an arbitrator or court of competent jurisdiction finds any provision hereof to be unenforceable, then the remainder of these provisions shall remain in full force as if the unenforceable provision were never included. This application, applicable City ordinances, policies, and procedures, any application on file with the city, as amended, and the community benefit agreement between the City and the Applicant constitutes the entire understanding of the City and the Applicant with respect to the subject matter hereof and cannot be modified except in writing.
- G. Applicant has reviewed the Westland Uniform Marijuana Business Ordinance, Application Consideration Policy, Amendment Consideration Policy, and Renewal Consideration Policy, and this application, all in their entirety, and has had the opportunity to consult with legal counsel. By submitting this application, Applicant waives and releases any right to bring any as-written challenge to the foregoing ordinance, policies, procedures, or this application.
- H. The approval of this application may be contingent on the Applicant agreeing to any other conditions required by the City.
- I. The provisions of this application are contractual and may be enforced as provided in paragraphs C and D. In agreeing to review this application, the City is relying on the representations and statements in the original application and any applicable renewal or amendment application, and any attachments to any of the foregoing. Applicant understands that the City would not consider the original application, any amendment or renewal application, or any request for land-use approval, building permit, or certificate of occupancy if any representation or statement were omitted or untrue or if the Applicant did not agree to the terms and conditions herein.

Under penalty of perjury, I attest that I have read and understood the foregoing, and that I am duly authorized to sign this application and bind the Licensee to its terms.

Date

By: _____

Its: _____