

CITY OF WESTLAND

**AMENDMENT TO APPLICATION FOR MARIJUANA
BUSINESS LICENSE**

INSTRUCTIONS

- i. 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 Amendment Consideration Policy for further instructions to completing this Amendment.
- ii. Licensee understands and agrees that the representations, documents, terms, and conditions in the original application, as amended, are affirmed and restated.
- iii. If there is any conflict between the provisions of this Amendment and the provisions of the original application, the provisions of this Amendment will control.
- iv. The City of Westland has the right to deny an Amendment in its discretion as allowed by applicable laws. In the event that the City of Westland denies this Amendment for any reason, Licensee may continue to operate under its license as long as the proposed amendment is not implemented and the licensee is otherwise in compliance with all requirements necessary to continue operation under the license.

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 all licenses currently held:

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
AMENDMENT TYPE AND
DESCRIPTION

3-1. By reference to the Licensee's original application on file with the City, please identify the section numbers proposed to be amended.

3-2. Please provide a detailed description of the proposed amendment (e.g., change of ownership, operation, or management of the marijuana business, change in odor control plan, change in security plan,

etc.), along with any supplemental information necessary to show how this amendment will affect the marijuana business and how it will continue to be in compliance with all applicable laws and rules.

3-3. If any documents, such as articles of incorporation, bylaws, or shareholder agreements, or other similar corporate documents, submitted with the original license application are proposed to be changed, Licensee must submit the proposed change verbatim. If the Amendment is approved, Licensee must submit certified copies of the executed documents.

3-4. Licensee understands and agrees that the City of Westland is entitled to request any and all additional information or documentation in evaluating the Amendment. At the City’s option, the Licensee may respond either orally or in writing. The review and approval of the Amendment is expressly conditioned on the City receiving from the Licensee information deemed by the City in its sole discretion satisfactory to evaluate the proposed amendment. Supplying requested information to the City does not guarantee that the Amendment will be approved.

3-5. This Amendment application is contingent upon Applicant, at its own cost and expense, scheduling and passing a City of Westland Building Inspection and Fire Inspection.

PART IV
CONTACT INFORMATION

4-1. Authorized Representative

The Licensee must consent for the City to deal with an Authorized Representative during the amendment 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: _____

4-3. 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 Amendment 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 Amendment form and its conditions and accompanying instructions, City of Westland Marijuana Business Amendment Consideration Policy, and any terms or conditions placed on a License by the City of Westland.

The amendment(s) contemplated by this application will not violate any of the Licensee's organizational documents, cause a default or breach of any agreement, violate any law or regulation of the state of Michigan or its agencies and political subdivisions, or jeopardize the financial solvency of the Licensee.

PART V

STATE AMENDMENT

DOCUMENTS

5-1. Licensee must attach a copy of any State of Michigan application that relates to this Amendment, if any. Include applications and all attachments thereto for both medical marijuana facilities and adult-use marijuana establishments.

PART VI

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 the 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: _____