

**Peace in Medicine
Collective Member Agreement**



I, _____ (first & last name), by signing this agreement, represent that all of the following statements are true:

I. Purpose; Terms of Use

- a. This agreement delineates the rights, terms and conditions of membership in the Peace in Medicine medical cannabis collective. Peace in Medicine is a medical cannabis dispensary operating pursuant to a license issued by the City of Sebastopol.
- b. Peace in Medicine membership is granted on an individual basis and operates subject to this agreement. Membership entitles patient or caregiver to access and utilize Peace in Medicine's physical facilities and services during operating hours, subject to posted restrictions that may be amended from time to time.

II. Eligibility for Membership

- a. To be eligible for membership in Peace in Medicine's patient collective, the Member must:
 - i. Be a patient or primary caregiver, as defined by CA Health and Safety Code § 11362.5 *et seq*;
 - ii. Be at least 18 years of age at the time of application; and,
 - iii. Possess a valid physician's recommendation for medical cannabis or valid authorization to act as a primary caregiver for a patient in possession of a valid physician's recommendation.

III. Membership Meetings

Not less than once each calendar year, the Peace in Medicine collective will convene a meeting at a location noticed by posting in the dispensary facility to discuss matters of importance to the collective, including but not limited to making recommendations about governance.

IV. Disclosures

- a. *Collective*: Peace in Medicine is a cultivation-collective (pursuant to CA Health & Safety Code § 11362.775) that exists to facilitate the collaborative efforts of patient and caregiver members to cultivate and distribute medical cannabis. Peace in Medicine does not purchase marijuana from or sell to non-members, but merely exists to provide a means for facilitating and coordinating transactions between members of the Peace in Medicine collective. Peace in Medicine operates as a California non-profit mutual-benefit corporation, and the Peace in Medicine collective delegates authority for operation and management of the collective to the corporation's duly appointed or elected Board of Directors.
- b. *Proposition 65 Notice*: In 2009, the CA Office of Environmental Health Hazard Assessment added marijuana smoke to its list of chemicals known to cause cancer. Member hereby acknowledges receipt of this notice.
- c. *Not for Profit Operation - Charitable Giving Policy*: In compliance with state and local law, Peace in Medicine operates 'not-for-profit' and collects reimbursements from members for reasonable expenses associated with cultivating and distributing medical cannabis to Peace in Medicine patients. Further, Peace in Medicine is dedicated to helping our members and our community by providing subsidized services and other charitable contributions. Peace in Medicine reserves the right to levy a surcharge on transactions between members and the collective to fund these activities. By signing this contract,

Member acknowledges and consents to contribute to these efforts. Member acknowledges that Peace in Medicine is not a tax-exempt organization under applicable state or federal revenue codes.

V. Membership Standards of Behavior and Responsibilities; Use and Verification of Personal Health Information

By signing this membership contract you the undersigned understand acknowledge and agree that Peace in Medicine may use or disclose for verification purposes the contents and authenticity of the recommendation for which the facility has been provided by you in the form of a written recommendation and or approval by a qualified and licensed California physician. By signing this agreement you acknowledge the authenticity of this document and the information you have provided and continue to provide to the facility a true and faithful representation of the truth to the best of your ability under penalty of perjury.

By signing this membership contract you agree that Peace in Medicine or its Affiliate Collective Associates and/or Associations may disclose your voluntarily provided personal health care information, approval and or any paper work provided to Peace in Medicine to the aforementioned approving or recommending physician and or affiliate collective facilities for the purposes of verifying the authenticity of said approval and or recommendation.

VI. Membership Standards of Behavior and Responsibilities; Termination

By signing this agreement, Member acknowledges receipt and understanding of Peace in Medicine's Membership Standards of Behavior and Responsibilities. Member further understands that violation of the Membership Standards of Behavior and Responsibilities may result in immediate termination of membership in the Peace in Medicine collective or other remedies as appropriate. Member acknowledges that Peace in Medicine may, from time to time, amend and update this Membership Standards of Behavior and Responsibilities, and Peace in Medicine reserves the right to terminate this agreement with any member at any time.

VII. Informed Consent

I acknowledge that Peace in Medicine makes no claims, of any sort, on behalf of any products, services, or treatment protocols for any condition whatsoever (despite overwhelming scientific evidence to the contrary). I understand that I should continue to seek professional medical consultation and monitoring while using any cannabis product.

VIII. Waiver; Indemnification

(A) Member Risk. In consideration of services rendered to me by Peace in Medicine, I agree, for myself and for my heirs, executors and assigns, to hold Peace in Medicine harmless from any loss, theft, cost, claim, injury, damage or liability ("Damages") incurred as a result of the use of the Peace in Medicine facility or products provided by Peace in Medicine. I have been informed and acknowledge that Peace in Medicine makes no claims as to medical results that can be obtained through use of any Peace in Medicine products and has neither suggested nor will suggest any medical treatment to Members. I understand that cannabis remains a prohibited substance under Federal law and I accept all risk associated with its possession and consumption.

(B) Loss of Property. Members are urged not to bring valuables onto the premises of a Peace in Medicine facility. Peace in Medicine shall not be liable for the disappearance, loss, theft, or damage to personal property, including money, negotiable securities or jewelry of Member.

(C) Acknowledgements. I understand that my monetary contributions to Peace in Medicine, if any, are used to support the continued operation of Peace in Medicine and that this transaction in no way constitutes commercial promotion. I declare that I will not deliver any product obtained from Peace in Medicine to any other person not authorized by California law to possess them. **Member Risk.** In considera-

tion of services rendered to me by Peace in Medicine, I agree, for myself and for my heirs, executors and assigns, to hold Peace in Medicine harmless from any loss, theft, cost, claim, injury, damage or liability (“Damages”) incurred as a result of the use of the Peace in Medicine facility or products provided by Peace in Medicine. I have been informed and acknowledge that Peace in Medicine makes no claims as to medical results that can be obtained through use of any Peace in Medicine products and has neither suggested nor will suggest any medical treatment to Members. I understand that cannabis remains a prohibited substance under Federal law and I accept all risk associated with its possession and consumption.

IX. Amendments

Member acknowledges that Peace in Medicine reserves the right to amend or update this agreement periodically and will provide proper notice to Member in the event of any change in terms. Any amendment initiated by the Member must be agreed to in a signed writing approved by a director or manager of the collective.

Signatures

Member hereby acknowledges that s/he has read, understood and agreed to all terms and conditions of this agreement.

Peace in Medicine Member Signature

Date

Peace in Medicine Member Printed Name