

COMMERCIAL CANNABIS LICENSEE BOND

Bond No: _____

The premium on this bond is \$ _____

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ whose address for service of process is _____ as Principal, and _____ a corporate insurer organized under the laws of the State of _____, whose address for service of process is _____ and who is admitted to transact a surety insurance in the State of California, as Surety, are held firmly bound unto the County of Del Norte in the penal sum of _____ Dollar (\$ _____) for the payment of which will be well and truly be made we bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligation is such that:

WHEREAS, the provisions of the Del Norte County Code, Sections 20.67.70, 20.67.100, 21.67.70 and 21.67.100 require that the Principal post a bond as part of any cannabis use permit application in the amount of not less than \$15,000.

NOW THEREFORE, the Principal, and any and all agents and employees representing the Principal shall faithfully comply with the license provisions of the Medicinal and Adult-Use Cannabis Regulations and Safety Act (MAUCRSA), contained in Division 10 of the California Business and Professions Code (§ 26000 et seq.) and all provision of the Del Norte County Code, and shall be liable to the County of Del Norte for all nuisance abatement costs or other costs incurred by the County as a result of any violation of said laws.

PROVIDED HOWEVER, this bond is issued subject to the following express provisions:

1. This bond shall be deemed continuous in form and shall remain in full force and effect and shall run concurrently with the period for which the use permit is granted and each and every succeeding renewal period or periods, or until the bond is canceled by the surety.
2. By executing this bond, Principal and Surety agree any action on this bond shall be instituted and prosecuted in Del Norte County in the State of California, with service by U.S.

mail as prescribed in California Code of Civil Procedure sections 417.10 and 417.20 and this bond shall be governed by the laws of the State of California.

3. The aggregate liability of the Surety hereunder on all claims whatsoever shall not exceed the penal sum of the bond in any event. However, in addition to the penal sum specified in this bond, agrees there shall be included costs and reasonable expenses and fees, including reasonable attorney fees, incurred by Del Norte County in successfully enforcing such obligation against the surety all to be included in any judgement rendered.

4. This bond shall be subject to the provisions of Chapter 2 (commencing with section 995.010) of Title 14 of Part 2 of the California Code of Civil Procedure.

5. The Surety may cancel this bond at any time by delivering sixty (60) days written notice of its desire to do so to Del Norte County Community Development Department and to the Principal herein. The surety shall not be liable for any loss or claim based upon transactions occurring subsequent to the effective date of such cancellation, but such cancellation shall not affect the liability of the Surety as to any matters occurring prior to the effective date thereof.

6. The Surety must give notice in the amount of sixty (60) to Del Norte County of the following: 1) any notice received or action filed alleging the insolvency or bankruptcy of the Surety, 2) any notice received alleging any violations or regulatory requirements which could result in suspension or revocation of the Surety's license to do business, 3) the Principal has failed to renew or pay associated premiums causing the bond to lapse.

7. In the event the Surety becomes unable to fulfill its obligations under the bond for any reason, notice shall be given immediately to the Principal and to Del Norte County.

8. This bond shall be effective _____ but not prior to its execution. If no date is written it shall take effect on the later of the two dates or execution set forth below.

9. Upon the incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, the Principal shall be deemed to be without bond coverage in violation of the County permit.

DATE

NAME OF SURETY

Print Name and Title

Signature

I certify under penalty of perjury, under the laws of the State of California, that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____

Signature of Attorney-in-Fact for Surety

Printed or Typed Name of Attorney-in Fact [Consider having power of attorney attached]

DATE:

NAME OF PRINCIPAL

Print Name and Title

Signature