

MERCY WELLNESS OF COTATI

Membership Application

*Patient Name: _____

*Physical Address: _____

*Mailing Address: _____

*Home telephone number: _____

*Cell phone number: _____

*E-mail address: _____

*Preferred method of contact: _____

*First time in a Dispensary? _____

How did you hear about us _____ a) print media b) bill board c) word of mouth
d) radio... what station do you listen to?

How far did you travel to get to the Dispensary:

5 to 10 miles _____ 10 to 20 miles _____

*Date of Birth: _____

*Physical condition(s) for which you use medical marijuana:

*Name of Licensed Physician that Issued Recommendation: _____

*Date of Expiration of Recommendation: _____

*Signed: _____ Date: _____

Witnessed by: _____ Date: _____

(* is required)

MERCY WELLNESS OF COTATI MEMBERSHIP AGREEMENT

I _____ (print name) as a qualified patient protected by California Law, Health & Safety Code §11362.5 and §11362.7, et seq., and, in conjunction with California State Senate Bill 420, you are required to read and agree to the following statements to become a member of Mercy Wellness of Cotati. Please understand that these rules are for your protection, as well as ours. Please read the following statements and initial that you have read each where provided. Please also sign the bottom of this form confirming that you read each of the statements and understand them.

1. I hereby declare that I am a qualified patient under CA H&S Code §§11362.5, 11362.7, et seq., and my doctor has recommended, prescribed and approved my use of medical marijuana. As per CA H&S Code §11362.51, I am legally able to use, possess, and cultivate cannabis for medical purposes. I understand that I am allowed to do so through safe and affordable access such as the type provided by Mercy Wellness of Cotati, therefore, I designate Mercy Wellness of Cotati as my care provider for this purpose. In doing so, I agree to sign and follow all of the rules and regulations regarding the services and products provided by Mercy Wellness of Cotati. Patient/Member Initials: _____

2. I further authorize Mercy Wellness of Cotati to create and/or assign agency rights in its own name for the purpose of obtaining, possessing, and producing medication for my benefit. Patient/Member Initials: _____

3. I also agree to pay reasonable compensation for Mercy Wellness of Cotati's member services, if any. Patient/Member Initials: _____

4. I hereby declare under penalty of perjury under the laws of the State of California that a medical doctor recommended or approved my use of medical marijuana. I have been diagnosed for a serious illness for which cannabis provides relief. Patient/Member Initials: _____

5. I hereby verify that I am a California resident and my personal medical marijuana will be taken directly to my residence, and it will never be taken out of the State of California. I further verify and agree that my medical marijuana shall not be shared, sold, bartered, traded, exchanged or delivered in any other means to any other person. Patient/Member Initials: _____

6. I hereby declare and understand that my contributions to Mercy Wellness of Cotati for and through recommended medicinal products I may acquire from Mercy Wellness of Cotati are used to ensure the continued operation of Mercy Wellness of Cotati and that any said transaction in no way constitutes a commercial promotion or sale of any item. Patient/Member Initials: _____

7. As a member, I hereby agree, appoint and designate Mercy Wellness of Cotati, and their representatives, as my true and lawful agents for the limited purpose of assisting me in obtaining my legally recommended medicinal marijuana. I understand that this means Mercy Wellness of Cotati will be required to purchase, possess, transport and distribute my medication to me as recommended by my physician and I grant them the limited authority to do so. I further authorize Mercy Wellness of Cotati to share their primary caregiver status of my person in order to enter into contracts to obtain and/or allow growth/preparation of medication and edibles for my benefit. Patient/Member Initials: _____

8. As a member, I understand that Mercy Wellness of Cotati has other members with similar Membership Agreements. I hereby authorize Mercy Wellness of Cotati to jointly possess the medical marijuana as described under this Agreement with other Mercy Wellness of Cotati's members under similar Membership Agreements. I agree the medicinal marijuana possessed by Mercy Wellness of Cotati at any time is the collective property of every patient who is also under this Membership Agreement and the care of Mercy Wellness of Cotati. Patient/Member Initials: _____

9. I agree to provide Mercy Wellness of Cotati with all changes in my contact information, diagnosis, or primary physician immediately. Patient/Member Initials: _____

I, (print clearly) _____, hereby consent to the benefits provided by Mercy Wellness of Cotati. I understand that Mercy Wellness of Cotati has made no efforts in encouraging me to produce or use any substances for my medical condition. I have been informed by an authorized representative of Mercy Wellness of Cotati that I should continue to seek professional medical advice prior to and during my use of any cannabis product I may acquire through Mercy Wellness of Cotati. I understand that the Mercy Wellness of Cotati was organized to fill the necessity of medical cannabis. I further understand that circumstances may require defense of authorization in a court of law and agree to participate in such defense to the extent necessary and practicable.

I understand that the Mercy Wellness of Cotati reserves the right to refuse service(s) to members. I affirm that I am above eighteen (18) years of age or have the consent of my parent/guardian, and that I have a medical condition(s) as attested to on my information form. I understand that my contributions to Mercy Wellness of Cotati, through products I may acquire from the organization, are used to insure continued operation of the Mercy Wellness of Cotati and that this transaction, in no way, constitutes commercial promotion.

I understand that if any term contained in this agreement is held to be invalid or unlawful, all other terms and provisions contained herein will still be legally binding upon the parties.

Employee/Manager/Director

Name and Signature _____ Date _____ Intake by _____

I hereby affirm that I read, understand and agree to the terms of the Mercy Wellness of Cotati Membership Agreement, Rules, and Code of Conduct attached.

Patient's Signature: _____ Date: _____

DISCLAIMER - GENERAL RELEASE, INDEMNIFICATION AND HOLD HARMLESS CLAUSE I
_____, being of lawful age and sound mind, do now release, acquit, and forever discharge Mercy Wellness of Cotati, and any and all members, managers, directors, officers and/or the Board of Directors with Mercy Wellness of Cotati from damages accruing to me from any known or unknown injury, loss, or damage sustained by or to me. This release shall remain in force and run concurrently with my membership in Mercy Wellness of Cotati.

In witness whereof, I have executed this release in California. I further agree to indemnify and hold harmless Mercy Wellness of Cotati from any injuries or damages resulting from use or misuse of medical marijuana obtained from Mercy Wellness of Cotati.

Signed: _____ Date: _____

Witnessed by: _____ Date: _____

MERCY WELLNESS OF COTATI MEMBERSHIP

Membership Requirements: Membership with Mercy Wellness Center "Collective" shall be open to any patient or primary caregiver, with valid Medical Marijuana Recommendation issued by a Licensed Physician in good standing. Your membership is valid until your letter of recommendation expires, or one (1) year after the issue date if there is no expiration date indicated. Membership is "at will" and may be terminated by you or the Collective at anytime.

Responsibility of Members:

- * Persons under the age of eighteen (18) shall not be allowed in the Collective unless they are a qualified patient or a primary caregiver, and they are in the presence of their parent or legal guardian and have written parental permission to be present.
- * Prior to dispensing Medical Cannabis, the Collective shall obtain verbal and signed verification from the recommending physician that the individual requesting Medical Cannabis is a qualified patient. Patients and caregivers must have the original copy of your doctor's recommendation and a valid California ID, California Drivers License, or State Issued Medical Identification Card at the time of registration and for continued access to the Collective.
- * Members shall be responsible for updating membership information for the Collective's records, and to abide by all policies adopted by the Collective.

Membership Rules and Code of Conduct:

Please realize we have neighbors, so we ask you:

- * To obey the 5-mile an hour speed limit when entering or exiting the Collective parking lot.
- * No loud music in the parking lot, or when entering or exiting the Collective parking lot.
- * Only park in the legal parking spaces, and do not block driveways.
- * Please refrain from using your cell phone outside, there are many other businesses near the Collective.
- * No cell phones or electrical devices allowed in Collective.
- * Please do not disturb our neighbors.

Members must be respectful of our neighbor's rights, privacy, and property. We have promised our neighbors that there will be no loitering or nuisance behavior near our Collective. Help us keep this commitment by not lingering in the neighborhood or sidewalk. Always be courteous to those who live or work nearby. No littering.

- * Please do not have anyone waiting in the car. If you arrive with another person, please have them come into the waiting room.
- * Absolutely no alcohol, drugs or weapons allowed on the premises of the Collective and its surroundings.
- * Respect the privacy of other patients.
- * You should treat everyone in the Collective with respect. You will be asked to leave if you use offensive or abusive language or behavior in or outside the Collective.
- * For your safety, place all medication out of sight when exiting the Collective.
- * We want you to feel safe, you may request Security escort at any time. Let us know if you see any suspicious behavior in or around the Collective. These simple precautions will keep the Collective operating smoothly. This will ensure that we will be here to serve you for years to come.
- * Smoking, ingesting, vaporizing, or consuming cannabis on the premises or within 1,000 feet of the Collective is strictly prohibited. The medicinal cannabis shall be transported only between the Collective and the patient's home.
- * You may never sell or otherwise distribute the medication you obtain from the Collective. It is illegal and you will be permanently excluded from the membership.
- * The Collective reserves the right to refuse service, or revoke membership of members who violate any of the Rules and Code of Conduct.

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