

The Canny Bus
Membership Application/Agreement

Please carefully read this document before signing it.

By signing this Agreement and meeting other requirements (described below), you will become a member of The Canny Bus, a collective formed under the California Nonprofit Mutual Benefit Corporation law.

Membership qualifications

To be a member, you must meet the following requirements at all times:

- Be a California resident
- Be one of the following:
 - A Qualified Patient – a person whose licensed physician has recommended the use of marijuana to treat a serious illness.
 - A Primary Caregiver for a Qualified Patient – a person who is designated by a Qualified Patient (defined above) and has consistently assumed responsibility for the housing, health, or safety of the Qualified Patient. A person may be a Primary Caregiver for more than one Qualified Patient provided that the Primary Caregiver and Qualified Patients for which he or she has responsibility all live within the same county.

IMPORTANT: By signing this Agreement, you are certifying that you meet these requirements. You understand that you must notify the collective IMMEDIATELY if at any time you no longer meet these requirements and your membership will automatically be terminated.

We require that you show us proof of California residency, your valid state medical marijuana identification card and original (not a copy) doctor's recommendation (or if you are a caregiver, you must provide a letter from a Qualified Patient designating you as his or her caregiver as well as a copy of that patient's medical marijuana identification card and doctor's recommendation) before you can be admitted as a member. We will track the expiration date on your card and will remind you in advance when the expiration date approaches. You must always have a valid, non-expired card on file to remain a member. We will verify that your doctor is currently licensed to practice medicine in California and we will contact your doctor to verify the validity of the recommendation (you will need to sign the attached release for this purpose).

IMPORTANT: If you are joining as a caregiver, and not as a patient, you understand and agree that the medicine grown by the collective is for use by Qualified Patients only.

You also understand that by signing this Agreement, you will not automatically become a member. The collective's board of directors must vote to admit you as a member before you are granted membership. You will be notified as soon as possible following the board vote on your membership.

Dues and fees

Membership dues and product fees are charged to cover the overhead costs and operating expenses of the collective and its members.

Your membership will be automatically renewed each year unless you notify us that you wish to cancel your membership. Dues and product fees will be billed to your credit card or checking account.

Your annual membership dues must be paid regardless of whether you participate in collective activities, attend member meetings, order product, etc. So long as you are a member, you will be required to pay your annual membership dues.

Product fees will be charged based on the products that you order. All applicable sales taxes are included in the product fees.

Membership dues will be billed at the beginning of the year to which they apply. If your membership is cancelled or terminated, a pro-rated portion of the annual dues will be refunded to you.

Membership dues are currently \$ _____ per year.

As explained below, these dues are subject to change.

As a member, you are eligible to receive delivery of medicine in exchange for payment of product fees. You, or your authorized caregiver, are responsible for personally receiving the delivery. You may not have anyone else receive your delivery. This is to ensure that the medicine is not diverted to a non-member.

Product will not be delivered until product fees have been received by the collective.

Seasonal variations in crop availability may result in changes of frequency of delivery. You will be notified in advance of any changes.

Please select your payment method:

Automatic deduction from your bank account. Please provide a voided check.

Credit Card – Please provide the following information

Circle one: Visa Mastercard American Express

Exact Name on Card: _____

Card Number: _____

Expiration Date: _____ Security Code: _____

Billing Address: _____

Communication

You may receive email communications from us. These communications may contain important information such as changes in delivery schedules, etc. You are responsible for reading the emails we send to you and for notifying us of a change in your email address or other contact information. If you wish to contact the collective management, you may use the contact information at the end of this Agreement.

What if neither I nor my caregiver can receive the delivery?

We will either work together to make alternative arrangements, or we will increase the amount of medicine and produce in your next delivery accordingly. Frequent inability to receive a delivery is grounds for termination of membership.

Missed or late payments

If we do not receive your membership dues or product fees on time, you will be charged a processing fee of \$25. This fee may be increased from time to time to reflect increases in costs. Missed payments and late payments are grounds for termination of membership.

Confidentiality

Management will keep all information regarding our members confidential except as otherwise required under the law.

Members are required to keep information about other members, including the fact of their membership in the collective, confidential.

No re-sale or transfer of medicine

The medicine grown by the members of the collective is grown only for the use of the members. No member may sell or transfer in any way any medicine to a non-member. Any member that does this will be immediately terminated.

Use for medical purposes only; federal law

By signing this Agreement, you understand that the medicine you receive as a member of the collective is for medical purposes only.

You understand that under federal law, the manufacture, distribution, or possession of marijuana is a criminal offense. While the California Attorney General's Office recommends individuals involved with the manufacture, distribution, or possession of medical marijuana not be arrested, there are no guarantees regarding the effect of federal law on the collective and its members.

Termination of membership

You may cancel your membership at any time by providing written notice to the collective.

Your membership will be terminated immediately if you cease to meet the requirements for membership or violate any legal requirements governing the collective such as the requirement that medicine may not be diverted to non-members. Your membership may be terminated for other reasons. Failure to pay dues will not result in immediate termination of membership but will result in a suspension of delivery to the member.

Transferability of membership

Membership in the collective is non-transferrable.

Shared Membership

A single membership may be shared by two persons that otherwise meet all of the requirements for membership. When two persons share a membership, each of them shall be jointly and severally liable for any breach of this Agreement.

Liability and risk

The members of the collective share equally in the risk inherent in any agricultural operation. Such risks include crop failure, contamination with pests, regulatory requirements, the imposition of taxes and assessments, etc. By signing this Agreement, you agree and understand that events that are out of control of the membership and/or management may result in the need to increase dues or fees, change delivery schedules, etc. You also agree to hold the collective and the other members harmless for any injury or damages resulting from any such events.

The consumption of fresh produce always carries with it an inherent risk of negative health consequences. One example of this is the aspergillus fungus which can grow on marijuana and has been known to threaten the health of persons with suppressed immune systems. If you believe you may be vulnerable to such risks, it is your responsibility to alert collective management which will work with you to identify methods for reducing your risk. You understand, however, that there is no way to completely eliminate the risk associated with consuming fresh produce and you hold the collective and the other members of the collective harmless for any damages or injury that may result from such consumption.

Governing law

This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California.

Invalidity of provisions

In the case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and such invalid, illegal and unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

No waiver

Any party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of any party's right to assert all other legal remedies available to it under the circumstances.

Notice

Any notice given by any party to this Agreement shall be in writing, shall be delivered personally, by messenger, recognized overnight courier service, by facsimile, or by email at the addresses of the parties set forth below or such other address as a party may request by notifying the other in writing, and shall be deemed delivered upon receipt.

I have read and agree to all of the above.

Signed: _____ Date: _____

Name: _____

Address: _____

Email address: _____

Home phone: _____

Work phone: _____

Cell phone: _____

Emergency contact name: _____

Emergency contact phone number: _____

For staff use:

Circle one: Patient Caregiver

- Copy of proof of residency on file
- Copy of doctor recommendation on file
- Copy of card on file Expiration date: _____
- Doctor license verified
- Doctor recommendation verified
- Application approved by board on _____

**AUTHORIZATION FOR RELEASE OF
PATIENT HEALTH INFORMATION**

Patient Name: _____

Medical Record No. or SSN _____ Date of Birth: _____

I, the undersigned, hereby authorize:

Name of doctor or facility

to provide verbal information to The Canny Bus regarding the recommendation for use of medical marijuana for the purpose of ensuring that I meet the requirements for membership.

This information is intended for use by the above named recipient only.

This authorization will expire exactly one year from the date below. I have the right to receive a copy of this authorization. I may revoke this authorization at any time in writing.

Patient Signature: _____

Date: _____