

## COLLECTIVE MEMBERSHIP APPLICATION AND AGREEMENT



### A California Nonprofit Mutual Benefit Corporation

I, \_\_\_\_\_ (NAME), hereby state that as a qualified patient or a primary caregiver who has received a valid physician's recommendation for the use of medical marijuana in accordance with the California Health and Safety Code § 11362.5 ("Proposition 215" or "Compassionate Use Act of 1996") and Article 2.5, commencing with Section 11362.7, to Chapter 6 of Division 10 of the California Health and Safety Code ("SB 420"), wish to voluntarily join and become a member of FARM FRESH MMD (the "Collective") and agree to follow the terms and conditions as set forth in this agreement.

1. I hereby declare under the penalty of perjury under the laws of the State of California that a medical doctor recommended or approved my use of medical marijuana for an illness for which cannabis provides relief in accordance with the Compassionate Use Act of 1996 and SB 420.
2. As a member, I hereby appoint and designate the Collective and their representatives, as any true and lawful agents for the limited purpose of assisting me in obtaining my legally prescribed medical marijuana. I understand that this means that the Collective will be required to possess, purchase, cultivate, transport and/or distribute medical marijuana exclusively for member qualified patients or primary caregivers. Therefore, I grant the Collective's management and other fellow members the limited authority to engage in the afore-mentioned tasks. I further agree and authorize the Collective and its members to use information relating to my status as a qualified patient as use of such information is reasonably necessary for providing my medical marijuana for my medical benefit as a qualified patient.
3. I authorize the Collective to create and/or assign agency rights in its own name for the purpose of growing marijuana for my personal medical reasons as well as for the medical benefit of other members of the Collective.
4. As a member, I understand that the Collective has other members who have joined and agreed to uphold the Collective's rules and spirit by, among other things, signing a similar membership agreement. I hereby authorize the Collective to possess the medical marijuana as described under this agreement

**Patient/Member Initials:** \_\_\_\_\_

jointly with other members of the Collective under similar agreements. I agree that the medical marijuana possessed by the Collective is at any time the collective property of every patient who has joined the Collective, subject to the Collective's rules and guidelines established by and for the Collective for handling medical marijuana for the benefit of member patients.

5. I agree to pay to the Collective all personal out-of-pocket expenses and reasonable compensation for services related to providing medical marijuana to me and other member patients.
6. I hereby verify that I am a resident of California and my personal medical marijuana will not be taken out of the State of California. I further verify and agree that medical marijuana shall not be shared, sold, bartered, traded, exchanged or delivered by any means to any other person for medical or other reasons. I understand that diversion of medical marijuana for non-medical purposes and/or to other individuals shall be grounds for the immediate termination of my membership. I also agree to request amounts of medicine strictly for my medical personal use at reasonably necessary intervals.
7. I agree to possess my original, or true and correct copy, of my physician's recommendation, when I am on the property used by or belonging to the Collective. I understand that my failing to do so may result in the termination of membership and that verbal recommendations from physicians will not be accepted. I hereby agree to all future changes of the Collective's policies as the laws relating to access to medical marijuana might change. I further agree to provide the Collective with all changes relating to my contact information as well as my status as a qualified patient.
8. I understand and agree that adherence to the rules of the Collective is the collective responsibility of all patient members, including myself. I agree that any violation of the terms of this Agreement or any other Collective member rules are grounds for the immediate termination of my membership.
9. I understand and agree that while medical cannabis has been authorized by both the people of the State of California and its legislature, and consistently upheld by all California courts, the Federal Government persists in enforcing portions of the Controlled Substances Act, which makes the possession and use of medical cannabis a federal crime. I hereby certified that I have been advised by an authorized agent of the Collective that possession and use of marijuana for medical purposes might be grounds for prosecution under federal law.
10. I have read over this entire Collective Membership Application and Agreement and certify that an authorized agent of the Collective has personally gone over and explained fully to me each paragraph of this agreement and that I have been provided a copy of this agreement.
12. By joining FARM FRESH MMD, all patients hereby agree to indemnify and hold harmless FARM FRESH MMD from all alleged wrongdoing which may be the fruit of undercover investigations conducted by the patient during their membership with FARM FRESH MMD. Any undercover officers, narcotics investigators with or without identification who join the collective and obtain information about the collective's activities hereby acknowledge to relinquish all information and agree that said information may not be used in a court of law to support any testimonial evidence by the member/officer.

All new patients hereby agree that they have no associations with any law enforcement agencies or entities, and hereby agree not to mislead FARM FRESH MMD by failing to admit that the new member is an undercover officer.

**Patient/Member Initials:** \_\_\_\_\_

All officers and law enforcement agents who pose as an undercover officer or not, hereby agree that all criminal evidence discovered as a result of the officer being a member of FARM FRESH MMD is irrelevant hearsay and inadmissible evidence in either a civil or criminal court setting. For the purposes of this section, all undercover investigations means all evidence and witness information derived from the undercover officers posing as a new patient, including but not limited to any patients who may be informants, in witness protection programs, patients possessing fraudulent documents, licenses, or posing as sales reps or producers

13. Pursuant to the bylaws of the collective, I hereby appoint a director as my proxy to attend the meetings of the members of the Collective on all dates and times, and to represent, vote, execute, consent, waive and otherwise act for the undersigned in the same manner and with the same effect as if the undersigned were personally present at said meeting.

**I hereby affirm that I have read, understand and agree to the terms of the FARM FRESH MMD Agreement. Further, I declare under the penalty of perjury that the above is true and correct to the best of my knowledge.**

**Date:** \_\_\_\_\_

**Patient/Member Name (Print):** \_\_\_\_\_

**Patient/Member Signature:** \_\_\_\_\_

Please note: Your package will arrive from "Custom Gifts by Lisa". Tracking information will follow shortly after payment is received.